1398.

SUPREME COURT OF THE UNITED STATES.

No. 139.

JAMES G. WILSON, APPELLANT,

vs.

ANDREW P. SIMPSON, E. E. SIMPSON, JOSEPH FORSYTH, AND BAGDAD MILLS.

ON APPEAL FROM THE CIRCUIT COURT U. S. FOR LOUISIANA.

INDEX.

	Original.	Print.
Notice of application for injunction	1	3
Bill of complaint	3	4
Subpœnas	19	14
Order of submission on account of injunction	20	14
Affidavit of A. P. Simpson	20	15
Injunction granted	21	16
1st amended bill	22	16
Appearance of A. P. Simpson, and his answer filed	34	24
Notice of application for injunction	36	25
Submission of application for injunction, and injunction refused	37	26
Order of court to produce assignment	37	26
Complainant's exception to Simpson's answer	38	27
Complainant's replication to answer of defendant	40	28
Order for injunction, with security and bond	41	29
Grounds for dissolution of injunction	42	30
Answer of E. E. Simpson	43	30
Plea of Joseph Forsyth	45	31
Rule to dissolve injunction overruled	52	36
Points of division certified	53	36
Mandate of supreme court	55	37
Dissolution of the several injunctions	56	38
Order allowing def't to file amended plea, and complt's to amend bill	57	38
Amended plea of Joseph Forsyth	58	39
2nd amended bill	60	40
Rule nisi to plead, and enlargement of time to answer	71	44
Answer of Joseph Forsyth to bill and amended bill	72	45

J. & G. S. Gideon, Printers.

	Original.	Print.
Exhibit A, to defendant's answer	79	48
Exhibit B, to defendant's answer	85	51
Answer of E. E. Simpson to bill and amended bill	88	52
Pro confesso as to defendants, A. P. Simpson and Bagdad Mills	91	53
Order setting cause for hearing and opening commissions	91	54
Replication	91	54
Cause set down for final hearing	92	54
Agreement of counsel	92	55
Admission of compl ts' counsel of powers of attorney	93	55
Deposition of Henry R. Wilson	98	57
Deposition of Sam. Johnson	100	58
Deposition of Reid B. Throckmorton	103	59
Deposition of Peter R. Roach	105	60
Deposition of Samuel B. Schenck	107	61
Deposition of Ira Harris and Jno. Gibson	111	63
Deposition of H. Young	114	64
Deposition of Henry Gifford	116	65
Deposition of Dan. Rothery	124	68
Deposition of Peter T. Lomery	131	72
Deposition of Thos. Thorn	136	74
Assignment of Patent rights from Twogood to Richards and others	140	76
Assignment of Wm. Tyack to Wm. Culver	146	79
Assignment of N. Emmons to Twogood, Halstead, and Tyack	150	81
Assignment of Woodworth to Jas. Strong	153	82
Assignment of Mark Richards to W. L. and J. L. Newbold	155	83
Trial, decree, and order granting appeal	163	86
Appeal bond	164	86
Certificate	165	86

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH, and B. MILLS. } 1225.

Circuit court of the United States, for the fifth circuit and district of Louisiana, in chancery.

Pleas and proceedings before the honorable Theodore H. McCaleb, one of the judges of the circuit court of the United States, in and for the fifth circuit and district of Louisiana, at a circuit court of the United States for the circuit and district aforesaid, begun and held at New Orleans, in said district, on the day of May, A. D. one thousand eight hundred and forty-seven.

Be it remembered that heretofore, to wit, on the thirteenth day of April, A D. 1844, came the complainant, James G. Wilson, by his solicitors, Perin and Walker, esqs., and filed his original bill of complaint against the defendants, Andrew P. Simpson, Joseph Forsyth, and B. Mills, in the clerk's office of said court, in the words and figures following, to wit:

Circuit court of the United States for the district of Louisiana.

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH, and B. MILLS. } In equity.

Sir: Please to take notice, that we intend to move this honorable court, on Saturday next, the 20th instant, at 10 o'clock, before the honorable John McKinley and T. H. McCaleb, judges for the eastern district of Louisiana and for said circuit, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, at the court-house in the city of New Orleans, that a writ of injunction issue out of and under the seal of this honorable court, and to be directed to you, the said Andrew P. Simpson, Joseph Forsyth, and B. Mills, of State of Louisiana and Territory of Florida, your agents, attorneys, solicitors, counsellors, and servants, therein and thereby, under a heavy penalty, therein to be inserted, commanding and firmly enjoining upon you, the said , and them, and each of them, absolutely to desist from planing, tonguing and grooving, of either planks, boards, or other materials, or using, vending, or in any manner disposing of the same or the products thereof, by means of machines constructed upon the principle and plan specified and described in the schedule annexed to the letters patent issued to William Woodworth, bearing date the twenty-seventh day of December, 1828, and extended on the 27th day of December, 1842, and from violating and infringing upon the said patent in any way, within the said State and Territory, except so far as relates to the occu-

pation and application of circular saws for reducing floor planks, or other materials, to an equal width and thickness, until the further order of this honorable court; which said motion will be founded upon a bill of complaint, of which the annexed is a copy; which said bill of complaint has been duly sworn to by the said James G. Wilson, the said complainant.

Yours, &c.

(Signed) PERIN & WALKER,
Solicitors for complainant.

(Signed) C. ROSELIUS,
Counsellor.

To A. P. Simpson, for himself, and as agent and partner of Joseph Forsyth and B. Mills, of Florida. Dated, New Orleans, April 13th, 1844.

In equity. Circuit court of the United States, for the eastern district of Louisiana, and for the fifth circuit.

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH, and BAGDAD MILLS. } In equity.

To the judges of the circuit court of the United States, for the fifth circuit, in and for the eastern district of Louisiana.

James G. Wilson, of the city of New York, in the State of New York, and a citizen of said State, brings this his bill against Andrew P. Simpson, Joseph Forsyth, and B. Mills, the said Forsyth and Mills residing in the Territory of Florida, and citizens thereof, and the said Simpson residing in the city of New Orleans, and a citizen of the State of Louisiana.

Thereupon your orator complains and says, that on or about the 4th day of December, 1828, one William Woodworth, then in full life, but since dead, was the inventor of a certain improvement or machine for planing, grooving and tongueing boards and plank, and other materials; and being the inventor thereof, applied to the proper department of the Government of the United States for a patent, to be issued to him according to the laws of Congress made and provided in such case, and paid the sum of thirty dollars; and having, in all other respects, complied with the laws in such case provided, obtained letters patent from said United States, under the seal thereof, duly signed, and dated the 27th day of December, 1828, and in all respects in due form of law, and duly executed, as will appear by said letters patent herein set forth, in substance and effect as follows:

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of letters patent, granted to William Woodworth, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either,

plank, boards, or any material, and for reducing the same to an equal width and thickness, &c., &c., dated the 27th day of December, 1828, and recorded anew on the 26th day of August, 1842, and extended for seven years on the 16th day of November, 1842.

In testimony whereof I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this twenty-third day of January, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

(Signed) H. L. ELLSWORTH.

The United States of America, to all to whom these letters patent shall come:

Whereas, William Woodworth, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances; which improvement, he states, have not been known or used before his application; hath made oath that he does verily believe that he is the true inventor or discoverer of the said improvement; hath paid into the Treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvements, and praying that a patent may be granted for that purpose.

These are therefore to grant, according to law, to the said Wm. Woodworth, his heirs, administrators, or assigns, for the term of fourteen years, from the 27th day of December, one thousand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement; a description whereof is given in the words of the said William Woodworth himself in the schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

[Seal of the Patent Office.]

Given under my hand at the city of Washington, this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

(Signed)
By the President. J. Q. ADAMS.
(Signed) H. CLAY,
Secretary of State.

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on this twenty seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the United States.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of the said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, planks, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads or circular plates fixed to an axis may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the heads, with screws or bolts, or the knives or cutters for moulding fitted by screws or bolts to logs connecting the heads of the cylinder, and forming with the edges of the knives, or cutters, a cylinder. The knives may be placed in a line with the axis of the cylinder, or diagonally. The plank, or other material resting on the carriage, may be set so as to reduce it to any thickness required, and the carriage moving by a rack and pinion, or rollers, or any lateral motion to the edge of the knives or cutters on the periphery of the cylinder or wheel, reduces it to any given thickness. After passing the planing and reducing wheel, it then approaches, if required, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue. One wheel is placed directly over the other, and the lateral motion moving the plank, or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet cut on each side, leaving a tongue to match the groove. The grooving wheel is a circular plate, fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate; so that when put in motion it will perform a deep cut, or groove, parallel with the face of the plank, or other material; the rabbeting wheel, also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue, or match, for the groove; by placing the planing wheel, axes, and cutter knives vertical, the same wheel will plane two planks, or other material, in the same

time of one, by moving the plank, or other material, opposite ways, and parallel with each other, against the periphery of the planing, or moulding wheel. The groove and tongue may be cut in the plank, or other material, at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws, or cutter wheels, knowing they have long been in use; but he claims as his invention the improvement and application of cutter, or planing wheels, to planing boards, plank, timber, or other material; also his improved method of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron metal, or other material, and also for facing and dressing brick, as all the wheels may be used single and separately for mouldings, or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other materials to a width.

Dated Troy, December 4th, 1828.

WILLIAM WOODWORTH.

HENRY EVERTS,
D. S. GLEASON, *witnesses.*

Whereas, upon the petition of William W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to William Woodworth, deceased, on the 27th day of December, 1828, the board of commissioners, under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of the useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the 10th day of November, 1842, certify, that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, commissioner of patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended, for the term of seven years, from and after the expiration of the first term, viz., the 27th day of December, 1842; which certificate of said board of commissioners, together with this certificate of the commissioner of patents, having been duly entered of record in the Patent office, the said patent now has the same effect in law as though the term had been originally granted for the term of 21 years.

In testimony whereof I have caused the seal of the Patent office to be hereunto affixed, this 16th day of November, 1832.

[Seal of the Patent office.]

HENRY L. ELLSWORTH,
Commissioner of Patents.

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on this twenty seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the United States.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of the said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, planks, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads or circular plates fixed to an axis may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the heads, with screws or bolts, or the knives or cutters for moulding fitted by screws or bolts to logs connecting the heads of the cylinder, and forming with the edges of the knives, or cutters, a cylinder. The knives may be placed in a line with the axis of the cylinder, or diagonally. The plank, or other material resting on the carriage, may be set so as to reduce it to any thickness required, and the carriage moving by a rack and pinion, or rollers, or any lateral motion to the edge of the knives or cutters on the periphery of the cylinder or wheel, reduces it to any given thickness. After passing the planing and reducing wheel, it then approaches, if required, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue. One wheel is placed directly over the other, and the lateral motion moving the plank, or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet cut on each side, leaving a tongue to match the groove. The grooving wheel is a circular plate, fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate; so that when put in motion it will perform a deep cut, or groove, parallel with the face of the plank, or other material; the rabbeting wheel, also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue, or match, for the groove; by placing the planing wheel, axes, and cutter knives vertical, the same wheel will plane two planks, or other material, in the same

time of one, by moving the plank, or other material, opposite ways, and parallel with each other, against the periphery of the planing, or moulding wheel. The groove and tongue may be cut in the plank, or other material, at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws, or cutter wheels, knowing they have long been in use; but he claims as his invention the improvement and application of cutter, or planing wheels, to planing boards, plank, timber, or other material; also his improved method of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron metal, or other material, and also for facing and dressing brick, as all the wheels may be used single and separately for mouldings, or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other materials to a width.

Dated Troy, December 4th, 1828.

WILLIAM WOODWORTH.

HENRY EVERTS,
D. S. GLEASON, *witnesses*.

Whereas, upon the petition of William W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to William Woodworth, deceased, on the 27th day of December, 1828, the board of commissioners, under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of the useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the 10th day of November, 1842, certify, that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, commissioner of patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended, for the term of seven years, from and after the expiration of the first term, viz., the 27th day of December, 1842; which certificate of said board of commissioners, together with this certificate of the commissioner of patents, having been duly entered of record in the Patent office, the said patent now has the same effect in law as though the term had been originally granted for the term of 21 years.

In testimony whereof I have caused the seal of the Patent office to be [Seal of the Patent office.] hereunto affixed, this 16th day of November, 1832.

HENRY L. ELLSWORTH,
Commissioner of Patents.

United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of the original, on file in this office.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this seventh day of March, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent office.]

H. L. ELLSWORTH.

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of the records in this office.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this third day of February, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent office.]

HENRY L. ELLSWORTH.

In the matter of the application of William W. Woodworth, administrator on the estate of William Woodworth, deceased, in writing to the commissioner of patents for the extension of the patent for a new and useful improvement in planeing, tongueing, and grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances, granted to the said William Woodworth, deceased, on the 27th day of December, 1828, for fourteen years from said 27th day of December.

The applicant having paid into the Treasury the sum of forty dollars, and having furnished to the undersigned a statement in writing, under oath, of the ascertained value of the invention, and of the receipts and expenditures thereon, sufficiently in detail to exhibit a true and faithful account of loss and profits in any manner accruing to said patentee from or by reason of said invention, and notice of said application having been (made) by the commissioner of patents according to law, said board met at the time and place appointed, viz., at the Patent office, on the 1st September, 1842, and their meetings having been continued by regular adjournments until this 16th day of November, 1842, they, on that day, heard the evidence produced before them, both for and against the extension of said patent, and do now certify, that upon hearing of the matter, it appears to their full and entire satisfaction, having due regard to the public interest therein, that it is just

and proper that the term of said patent should be extended, by reason of the patentee, without neglect on his part, having failed to obtain, from the use and sale of his invention, a reasonable remuneration for the time, ingenuity, and expense bestowed on the same, and the introduction thereof into use.

Washington City, Patent office, Nov. 16, 1842.

DANIEL WEBSTER,
Secretary of State.
CHARLES B. PENROSE,
Solicitor of the Treasury.
HENRY L. ELLSWORTH,
Commissioner of Patents.

And your orator further shows unto your honors, that, after the said William W. Woodworth, administrator of William Woodworth, deceased, the patentee aforesaid, became vested with all and singular the exclusive rights conferred by the extension of said patent within and throughout the United States of America, and the Territories thereof; and while the said William W. Woodworth, administrator of William Woodworth, was possessed thereof, he, the said William W. Woodworth, in conformity with the statutes in such case made and provided, did, on the second day of January, in the year one thousand eight hundred and forty-three, execute a certain instrument of disclaimer, whereof the following is a copy, and which said disclaimer is duly entered on file and recorded in the Patent office, in Washington, as will verily appear in a certified copy of the said disclaimer, which your orator is ready to produce.

To all men to whom these presents shall come:

I, William W. Woodworth, of Hyde Park, in the county of Duchess, and State of New York, esquire, as I am administrator of the goods and estates which were of William Woodworth, deceased, hereinafter named, send greeting:

Whereas letters patent, bearing date on the 27th day of December, in the year of our Lord eighteen hundred and twenty-eight, were granted by the United States to William Woodworth, now deceased, for an improvement in the method of planeing, tongueing, grooving, and cutting into mouldings, or either, boards and plank, or any other materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings, or facing metallic, mineral, or other substances; and whereas, before the term of fourteen years, for which the said letters patent were granted, had fully expired, such proceedings were had that, pursuant to the act of Congress in such case made and provided, the said letters patent were renewed and extended for the term of seven years, from and after the expiration of the said fourteen years; and to the certificate granting the said extension and renewal unto me, in my said capacity, bearing date on the sixteenth day of November now last past, and which is duly recorded, according to

the act of Congress in that behalf, reference is hereby made, as showing my title and interest in and to the said letters patent.

And whereas, the said William Woodworth, through inadvertence, accident, or mistake, in his application for letters patent, made his specification of claim too broad, in this way, that he, the said William Woodworth, claimed as his improved method the application of circular saws for reducing floor plank and other materials to width, of which he was not the original and first inventor; and whereas, some material and substantial part of the said patented thing was justly and truly the invention and improvement of the said William Woodworth.

Now, therefore, know ye, that I, the said William W. Woodworth, in my capacity aforesaid, have disclaimed, and do by these presents disclaim, all and any exclusive right, property, or interest, of, in, or to the application of circular saws for reducing floor plank, or other materials, to a width, by reason of the aforesaid letters patent, and to the aforesaid renewal or extension thereof.

In testimony whereof I have hereto, in my capacity aforesaid, set my hand and seal, this second day of January, eighteen hundred and forty-three.

WILLIAM W. WOODWORTH,
Administrator of W. Woodworth, deceased.

Executed in presence of—
CHARLES W. EMESU,
B. R. CURTIS.

And your orator further shows unto your honors, that on the second day of March, in the year of our Lord one thousand eight hundred and forty-three, William W. Woodworth, administrator of William Woodworth, deceased, did make an assignment to your orator, and for a valuable consideration vested in him, your orator, all and singular the exclusive rights conferred by the extension of the said patent within and throughout the States of Louisiana, Alabama, and the Territory of Florida, and other places; which said assignment has been regularly recorded in the Patent office, at Washington city, in liber 4, pages 291 and 292, of transfers of patent rights, on the 20th day of March, A. D. 1843. All which was duly recorded in the Patent office of the United States, as will more fully appear by a copy of the record duly authenticated, and ready to be produced in court, as this honorable court may require.

And your orator further showeth unto your honors, that said Woodworth and his assignees, immediately after obtaining said patent, erected and put in operation many machines in different parts of this country, whereby a very large amount of plank and boards have been planed, grooved, and tongued, and fitted for use, to the very great saving of labor, and to the very great benefit of the public, whereby your orators might have derived, and would have derived, to themselves, great profit, but for the illegal interference of the defendant and others with the just exercise of their rights.

And your orator further showeth, that he *was* licensed and authorized establishments for the working of said patented machine in the city of New Orleans, sufficient for the demands of said city, at a moderate price, to wit, about half the usual price of manual labor, and the erection of said establishments has cost large sums of money, and your orator, and those who hold under him, are greatly injured by the vending and using the machines [and] the manufacture thereof, by any other persons than those duly authorized by your orator.

And your orator further showeth unto your honors, that said Simpson, pretending to act as the mere agent of said Forsythe and Mills, who in reality is a partner of, and participator with, said Forsythe and Mills, and Joseph Forsyth and Bagdad Mills as aforesaid, in [the] Territory of Florida, and in said city of New Orleans, on or about the precise day or the particular place your orator cannot with more certainty state, well knowing the facts aforesaid, as your orator believes, and in defiance of his rights, made or caused to be made, set up, and put in operation, machines for planing, grooving, and tongueing planks, boards, and other materials, vending, using, and selling the same in New Orleans, being the products of said machines; which machines were, and in all the material parts substantially like, and upon the plan of the machines invented, made, and put in operation by said Woodworth, and described in his said letters patent; and said defendant hath ever since contrived to use, or caused said machine to be used, and worked, and persists in doing the same, and refuses to desist, though often warned and requested so to do, whereby the defendants have made a great profit, and done the complainants great injury, and threaten to continue said injury; but of the precise amount of the profits by the defendant derived from the use of said machine your orator is ignorant, and prays a disclosure from the defendant; but your orator hath been informed, and believes, that the amount of the income which the defendants have derived from the use of said machine, and from vending, using, and selling planks, boards, or lumber, the products of said machines, in the city of New Orleans as aforesaid, is not less than two thousand dollars, and so he charges the fact to be.

To the end, therefore, that the defendant may be compelled to account for what income they have derived from the use of said machine, and that they may be restrained from any further use thereof, your orator prays that your honor would grant a writ of injunction, restraining the defendant from any further use thereof, and a writ of subpœna, commanding the defendant to appear and make answer to said bill; and that said court would grant unto your orator such further and other relief as he may be entitled to.

(Signed,) PERIN & WALKER,
Solicitors for complainant.

The complainant, Wilson, being duly sworn, deposeth to the truth of the facts alleged in his bill aforesaid, and belief of those facts which are alleged as true on the information of others.

(Signed,) JAMES G. WILSON.

Sworn to before me, this 13th April, 1844.

(Signed,) For D. N. HENNEN, *Clerk*,
J. Q. A. HOIT, *Deputy Clerk*.

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records in this office.

In testimony whereof I, J. W. Hand, acting commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

(Signed,) J. W. HAND.

Whereas William Woodworth, now deceased, did, in his lifetime, obtain letters patent under the great seal of the United States, bearing date the 27th day of December, 1828, giving and granting to him, the said Woodworth, his heirs, administrators, and assigns, for and during the term of fourteen years from the date of the said letters patent, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, a certain improved method for planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings in, or facing metallic, mineral, or other substances. And whereas, William W. Woodworth, administrator of said William Woodworth, hath applied and obtained an extension of said letters patent, for the term of seven years, from and after the expiration of said patent, to wit, the 27th December, 1842, pursuant to the act of Congress in such case made and provided, and hath a certificate of said extension annexed to said patent, signed by the commissioner of patents, under the great seal of the Patent office of the United States, and dated November 16th, A. D. 1842.

And whereas, a disclaimer has been entered at the Patent office, to that part of said patent which claims the reducing of boards, plank, &c., to an equal width by circular saws. Now, know all men by these presents, that I, William W. Woodworth, administrator of William Woodworth, deceased, for and in consideration of one hundred dollars, to me in hand paid by James O. Wilson, of the city of New York, the receipt whereof is hereby acknowledged, have hereby quit-claimed and released, and by these presents do quit-claim and release, unto the said James G. Wilson, all my right and interest in and to the said patent right and renewal, in and for the State of Louisiana, the Territory of Florida, the State of Alabama, and that part of the State of Mississippi which lies south of latitude thirty-two, (32,) excepting Natchez and Woodville. To have and to hold the same to him, his executors, and administrators, and assigns, for and during the rest and residue of said extension. The said Wilson is hereby authorized to prosecute in my name, or

otherwise, any person or persons for any infringement of the said right and extension for his own benefit, and at his own cost and charges, and receive all penalties he may recover.

In witness whereof I have hereunto set my hand and seal, this second day of March, A. D. 1843.

(Signed) W. W. WOODWORTH, [L. S.]
Administrator of W. Woodworth, deceased.

Sealed and delivered in presence of—

Received and recorded, liber L, pages 291, 292, of transfers of patent rights, March 20th, 1843.

The people of the State of New York, to William W. Woodworth, of Hyde Park, a son of William Woodworth, late of the city of New York, deceased, send greeting:

Whereas, the said William Woodworth lately departed this life intestate, being, at or immediately previous to his death, an inhabitant of the county of New York, by means whereof the ordering and granting administration of all and singular the goods, chattels, and credits whereof the said intestate died possessed in the State of New York, and also the auditing, allowing, and final discharging the account thereof, doth appertain unto us; and we being desirous that the goods, chattels, and credits of the said intestate may be well and faithfully administered, applied, and disposed of, do grant unto you, the said William W. Woodworth, full power, by these presents, to administer and faithfully dispose of all and singular the said goods, chattels, and credits, to ask, demand, recover, and receive the debts which unto the said intestate, whilst living, and at the time of his death, did belong, and to pay the debts which the said intestate did owe, as far as such goods, chattels, and credits will thereunto extend, and the law require, hereby requiring you to make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels, and credits of the said intestate within a reasonable time, and return a duplicate thereof to our surrogate, of the county of New York, within three months from the date of these presents; and if further personal property, or assets of any kind, not mentioned in any inventory that shall have been so made, shall come to your possession or knowledge, to make, or cause to be made, in like manner, a true and perfect inventory thereof, and return the same within two months after discovery thereof; and also to render a just and true account of administration when thereunto required. And we do, by these presents, depute, constitute, and appoint you, the said William W. Woodworth, administrator of all and singular the goods, chattels, and credits of the said William Woodworth, deceased.

In testimony whereof we have caused the seal of office of the surrogate of said county to be hereunto affixed. Witness James Campbell, surrogate of said county, at the city of New York, this [L. S.] fourteenth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, of our independence the sixty-third.

(Signed) JAMES CAMPBELL, *Surrogate.*

COUNTY OF NEW YORK, *Surrogate's office, ss:*

I, David B. Ogden, surrogate of said county, do hereby certify, that I have compared the foregoing copy of the letters of administration granted to William W. Woodworth, of Hyde Park, on the estate of William Woodworth, late of the city of New York, deceased, with the original record thereof now remaining in this office, and have found the same to be a correct transcript of the whole of such original.

In testimony whereof I have hereunto set my hand, and af- [Surrogate's seal.] fixed my seal of office, the eleventh day of October, one thousand eight hundred and forty-three.

(Signed) DAVID B. OGDEN.

And on the same day, to wit, the 13th of April, 1844, the following subpœna in chancery was issued:

UNITED STATES OF AMERICA:

The President of the United States, to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Andrew P. Simpson, Joseph Forsyth, and B. Mills, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of May, 1844, then and there to answer a bill in chancery filed against them, wherein James G. Wilson is complainant, and said Andrew P. Simpson, Joseph Forsyth, and B. Mills, are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 13th day of April, in the year of our Lord one thousand eight hundred and forty-four, and the sixty-eighth year of American independence.

(Signed) For D. N. HENNEN, *Clerk.*
J. Q. A. HOIT, *Deputy clerk.*

Marshal's return thereon.

Received 15th April, 1844, and on the 18th April, 1844, served a copy of the within subpœna in chancery, together with the bill, on Andrew P. Simpson, in person, in the city of New Orleans, and Joseph Forsyth could not be found, being a non-resident, and the same was posted on the court-house door, as also the copy for B. Mills.

(Signed) WM. K. STILES, *D'y.*
For A. S. ROBERTSON, *U. S. M.*

And on the 20th of April, 1844, the following entry was made on the minutes:

Saturday, April 20th, 1844.

JAMES G. WILSON
vs. } No. 1,225.
A. P. SIMPSON and others.

The application heretofore made for an injunction herein came up

1405.

this day for hearing, F. Perin, esquire, appearing for complainant, and the defendants not appearing; when, after argument, the court took time to consider.

And on the 23d of April, 1844, the following entry was made on the minutes, to wit:

Tuesday, April 23d, 1844.

JAMES G. WILSON
vs. } No. 1,225.
A. P. SIMPSON et als.

The application for an injunction having been opened to enable the defendants to make an argument and defence, came on to-day to be heard, M. W. Hoffman, esq., appearing for the defendants, and C. Roselius, esquire, for complainant; when, after argument of counsel, the same was continued until to-morrow, at 9 o'clock, A. M.

And on the same day the following affidavit was filed:

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, J. Forsyth, and B. Mills.

The said Andrew P. Simpson, being duly sworn, says, that he never made, or caused to be made, set up, and put in operation, the machine for planing described in the bill under the above title; that he is not a co-partner of said Forsyth nor said Mills, in working or carrying on said machine; that he follows the business of selling lumber in the city of New Orleans on commission, and receives and sells on commission the lumber of said Forsythe and others, as he would that of other persons; that he was a copartner in the same mill referred to, but sold out all his interest therein in the year and before said machine was put up therein.

Signed) A. P. SIMPSON.

Sworn to and acknowledged before me, this 23d April, 1844.

(Signed) For D. N. HENNEN, *Clerk*,
J. Q. A. HOIT, *Deputy Clerk*.

And afterwards, to wit, on the 24th of April, 1844, the following entry was made on the minutes:

Wednesday, April 24th, 1844.

JAMES G. WILSON,
vs. } No. 1,225.
A. P. SIMPSON and als.

The argument of counsel on the application for an injunction was this day resumed; when, after some progress being made, the same was postponed for further consideration until to-morrow.

And on the 25th of April, 1844, the following entry was made:

Thursday, April 25th, 1844.

J. G. WILSON
vs. } 1,225.
A. P. SIMPSON and als.

The hearing for an application for an injunction was this day resumed; when, after argument of counsel, it is ordered by the court that an injunction issue, as prayed for, upon the complainant's giving bond, with good and sufficient security, in the sum of five thousand dollars, conditioned according to law.

And on the 24th of April, 1844, the following amended bill was filed, to wit:

In equity. Circuit court of the United States, for the eastern district of Louisiana, and for the fifth circuit.

JAMES G. WILSON,
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTHE, and SIMPSON. } In equity.

To the judges of the circuit court of the United States, for the fifth circuit, in and for the eastern district of Louisiana.

James G. Wilson, of the city of New York, in the State of New York, and a citizen of said State, brings this his bill against Andrew P. Simpson, residing in the city of New Orleans, and a citizen of the State of Louisiana, and Joseph Forsythe and Simpson, residing in the territory of Florida, and citizens thereof; and, thereupon, your orator complains and says, that on or about the 4th day of December, 1828, one William Woodworth, then in full life, but since dead, was the inventor of a certain improvement or machine for planing, grooving, and tongueing boards and plank, and other materials, and, being the inventor thereof, applied to the proper department of the Government of the United States for a patent to be issued to him, according to the laws of Congress made and provided in such case, and paid the sum of thirty dollars; and having in all other respects complied with the laws in such case provided, obtained letters patent from said United States, under the seal thereof, duly signed and dated the 27th day of December, 1828, and in all respects in due form of law and duly executed, as will appear by said letters patent herein set forth, in substance and effect as follows:

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of letters patent granted to William Woodworth, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness, &c., &c., dated the 27th day of December, 1828, recorded anew on the 26th day of August, 1842, and extended for seven years on the 16th day of November, 1842.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this twenty-third day of January, in the year of our Lord [Seal of the Patent Office.] one thousand eight hundred and forty-three, and of the independence of the United States the 67th.

(Signed) H. L. ELLSWORTH.

The United States of America, to all to whom these letters patent shall come:

Whereas, William Woodworth, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances; which improvements, he states, have not been known or used before his application; hath made oath that he does verily believe that he is the true inventor or discover of the said improvement; hath paid into the Treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvements, and praying that a patent may be granted for that purpose; these are therefore to grant, according to law, to the said William Woodworth, his heirs, administrators, or assigns, for the term of fourteen years from the twenty-seventh of December, one thousand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement—a description whereof is given in the words of the said Woodworth himself, in the schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed. [Seal of the Patent Office.] Given under my hand, at the city of Washington, this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

(Signed) J. Q. ADAMS.

By the President: (Signed) H. CLAY,
Secretary of State.

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the 27th day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law, and I do hereby return the same to the Secretary of State within fifteen days from the date aforesaid, to wit, on this twenty-seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the United States.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other materials, and for reducing the same to an equal width and thick-

ness, and also for facing and dressing bricks, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material being reduced to a width by circular saws or friction wheels, as the case may be, is then placed on a carriage, resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads or circular plates, fixed to an axis, may have one of the heads movable to accommodate any length of knife required. The knife fitted to the head with screws or bolts; or the knives or cutters for moulding fitted by screws or bolts to logs, connecting the heads of the cylinder, and forming, with the edges of the knives or cutters, a cylinder. The knives may be placed in a line with the axes of the cylinder or diagonally. The plank or other material, resting on the carriage may be set so as to reduce it to any thickness required, and the carriage moving by a rack and pinion, or rollers, or any lateral motion, to the edge of the knives or cutters on the periphery of the cylinder or wheel, reduces it to any given thickness; after passing the planing and reducing wheel, it then approaches, if required, two revolving cutter wheels, one for cutting the groove, for cutting the rabbets that form the tongue; one wheel is placed directly over the other, and the lateral motion moving the plank or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet on each side, having a tongue to match the groove. The grooving wheel is a circular plate fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate, so that when put in motion it will perform a deep cut or groove, parallel with the face of the plank or other material. The rabbeting wheel, also of a similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue or match for the groove. By placing the planing wheel, axes, and cutter knives vertical, the same wheel will plane two planks or other material in the same time of one, by moving the plank or other material opposite ways, and parallel with each other, against the periphery of the planing or moulding wheel. The groove and tongue may be cut in the plank or other material at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws or cutter wheels, knowing they have long been in use; but he claims, as his invention, the improvement and application of cutter or planing wheels to planing boards, plank, timber, or other material; also his improved methods of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron, metal, or other material; and also for facing and dressing bricks; as all the wheels may be used single and separately for moulding, or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other material to a width. WILLIAM WOODWORTH.

Dated Troy, December 4th, 1828.

HENRY EVERTS,
D. P. GLEASON, *Witnesses.*

Whereas, upon the petition of Wm. W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to William Woodworth, deceased, on the 27th day of December, 1828, the boards of commissioners under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the sixteenth day of November, 1842, certify that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, commissioner of patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended for the term of seven years, from and after the expiration of the first term, viz. the 27th day of December, 1842, which certificate of said board of commissioners, together with this certificate of the commissioner of patents, having been duly entered of record in the Patent office, the said patent now has the same effect in law, as though the term had been originally granted for the term of 21 years.

In testimony whereof I have caused the seal of the Patent office to be hereunto affixed, this 16th day of November, 1832.

[Seal of the Patent Office.]

HENRY L. ELLSWORTH,
Commissioner of Patents.

United States Patent office, to all persons to whom these presents shall come, greeting.

This is to certify, that the annexed is a true copy of the originals, on file in this office.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this seventh day of March, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the 67th.

[Seal of the Patent Office.]

HENRY L. ELLSWORTH.

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of the records in this office.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this third day of February, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the 67th.

[Seal of the Patent office.]

HENRY L. ELLSWORTH.

In the matter of the application of William W. Woodworth, administrator on the estate of William Woodworth, deceased, in writing to the commissioner of patents, for the extension of the patent for a new and useful improvement in the method of planing, tonguing, and

grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances, granted to the said William Woodworth, deceased, on the 27th day of December, 1828, for fourteen years, from said 27th day of December.

The applicant having paid into the Treasury the sum of forty dollars, and having furnished to the undersigned a statement in writing, under oath, of the ascertained value of the invention, and of the receipt and expenditures thereon, sufficiently in detail to exhibit a true and faithful account of loss and profits in any manner accruing to said patentee, from or by reason of said invention; and notice of application having been given by the commissioner of patents, according to law, said board met at the time and place appointed, viz., at the Patent office, on the 1st September, 1842, and their meetings having been continued by regular adjournments until this 16th day of November, 1842, they, on that day, heard the evidence produced before them, both for and against the extension of said patent; and do now certify, that upon hearing of the matter, it appears to their full and entire satisfaction, having due regard to the public interest therein, that it is just and proper that the term of said patent should be extended, by reason of the patentee, without neglect on his part, having failed to obtain from the use and sale of his invention a reasonable remuneration for the time, ingenuity, and expense bestowed upon the same, and the introduction thereof into use.

Washington city, Patent office, November 16th, 1842.

DANIEL WEBSTER,
Secretary of State.
CHAS. B. PENROSE,
Solicitor of the Treasury.
HENRY L. ELLSWORTH,
Commissioner of Patents.

And your orator further shews unto your honor, that, after the said William W. Woodworth, administrator of William Woodworth, deceased, the patentee aforesaid, became vested with all and singular the exclusive rights conferred by the extension of said patent, within and throughout the United States of America, and the territories thereof, and while the said William W. Woodworth, administrator of William Woodworth, was possessed thereof, he, the said William W. Woodworth, in conformity with the statute in such case made and provided, did, on the second day of January, in the year one thousand eight hundred and forty-three, execute a certain instrument of disclaimer, whereof the following is a copy, and which said disclaimer is duly entered on file, and recorded in the Patent office, at Washington, as will verily appear in a certified copy of the said disclaimer, which your orator is ready to produce.

To all men to whom these presents shall come:

I, William W. Woodworth, of Hyde Park, in the county of Dutchess, and State of New York, esquire, as I am administrator of the goods and estates which were of William Woodworth, deceased, hereinafter named, send greeting:

Whereas, letters patent, bearing date on the 27th day of December, in the year of our Lord eighteen hundred and twenty-eight, were granted by the United States to William Woodworth, now deceased, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, boards and plank, or any other materials, and for reducing the same to an equal width and thickness; and also for dressing and facing brick, and cutting mouldings, or facing metallic, mineral, or other substances. And whereas, before the term of fourteen years, for which the said letters patent were granted, had fully expired, such proceedings were had that, pursuant to the act of Congress in such case made and provided, the said letters patent were renewed and extended for the term of seven years from and after the expiration of the said fourteen years; and to the certificate, granting the said extension and renewal to me in my said capacity, and bearing date on the sixteenth day of November, now last past, and which is duly recorded, according to act of Congress in that behalf, reference is hereby made, as showing my title and interest in and to the said letters patent.

And whereas the said William Woodworth, through inadvertence, accident, or mistake, in his application for letters patent made his specification of claim too broad, in this way, that he, the said William Woodworth, claimed as his improved method the application of circular saws, for reducing floor plank and other materials to width, of which he was not the original and first inventor; and whereas, some material and substantial part of the said patented thing was justly and truly the invention and improvement of the said William Woodworth.

Now, therefore, know ye, that I, the said William W. Woodworth, in my capacity aforesaid, and as the person to whom the said certificate was granted as aforesaid, have disclaimed, and do by these presents disclaim, all and any exclusive right, property, or interest, of, in, or to the application of circu ar saws, for reducing floor planks or other materials to a width, by reason of the aforesaid letters patent, and to the aforesaid renewal or extension thereof.

In testimony whereof, I have hereto, in my capacity aforesaid, set my hand and seal, this second day of January, eighteen hundred and forty-three.

WILLIAM W. WOODWORTH,
Administrator of W. Woodworth, deceased.

"Executed in presence of"—
CHARLES W. EMESU,
B. R. CURTIS.

And your orator further shows unto your honors, that on the second day of March, in the year of our Lord one thousand eight hundred and forty-three, William W. Woodworth, administrator of William Woodworth, deceased, did make an assignment to your orator, and for a valuable consideration vested in him, your orator, all and singular the exclusive rights conferred by the extension of the said patent, within and throughout the States of Louisiana, Alabama, the Territory of Florida, and other places; which said assignment has been regularly recorded in the Patent office at Washington city, in liber 4, pages 291, 292, of transfers of patent rights, on the 20th day of March, A. D. 1843.

All which was duly recorded in the Patent office of the United States, as will more fully appear by a copy of the record, duly authenticated, and ready to be produced in court as this honorable court may require.

And your orator further showeth unto your honors, that upon a due application made for that purpose, such proceedings were had in pursuance of the law in such case made and provided, that said patent was duly and legally extended for the term of seven years from and after the expiration thereof, as will appear by the records of said Patent office, in due form of law, and duly authenticated, and ready in court to be produced as this honorable court may require.

And your orator further showeth unto your honors, that said Woodworth and his assignees, immediately after obtaining said patent, erected and put in operation many machines in different parts of this country, whereby a very large amount of plank and boards have been planed, grooved, and tongued, and fitted for use, to the very great saving of labor, and to the very great benefit of the public, whereby your orator might have derived, and would have derived, to themselves great profit, but for the illegal interference of the defendant and others, with the just exercise of their rights.

And your orator further sheweth, that he has licensed and authorized establishments for the working of said patented machine in the city of New Orleans, sufficient for the demands of said city, at a moderate price, to wit, at about half the usual price of manual labor; and the erection of said establishments has cost large sums of money; and your orator, and those who hold under him, are greatly injured by the using and vending the machines, and the manufacture thereof, by any other persons than those duly authorized by your orator.

And your orator further sheweth unto your honors, that said A. P. Simpson, agent, Joseph Forsythe, and Simpson, in the territory of Florida and in New Orleans, on or about the precise day or particular place your orator cannot with more certainty state, well knowing the facts aforesaid, as your orator believes, and in defiance of his rights, made, or caused to be made, set up, and put in operation, machines for planing, tonguing and grooving planks, boards, and other materials, vending, using, and selling the same in New Orleans, being the products of said machines, which machines were, and in all the material parts, substantially like, and upon the plan of the machines in

vented, made, and put in operation by said Woodworth, and described in his said letters patent; and the said defendant hath ever since contrived to use, or caused said machine to be used, and worked, and persists in doing the same, and refuses to desist, though often warned and requested so to do; whereby the defendant hath made a great profit, and done the complainant great injury, and threatens to continue said injury; but of the precise amount of profits by the defendant derived from the use of said machine your orator is ignorant, and prays a disclosure from the defendant; but your orator hath been informed, and believes, that the amount of the income which the defendant hath derived from the use of said machine, and from vending, using, and selling planks, boards, or lumber, the products of said machines, in the city of New Orleans aforesaid, is not less than two thousand dollars, and so he charges the fact to be.

And your orator further sheweth unto your honors, that the said A. P. Simpson has been, and is now, vending large quantities of dressed lumber, plank, &c., the products of a machine established in the territory of Florida by the said Forsythe, and one Simpson, brother of the said A. P. Simpson, which said machines is an infringement of the patent granted to William Woodworth, the extension of which was assigned to your orator, as stated in this bill. And the said A. P. Simpson is now, for and on account of the said Forsythe and Simpson, vending large quantities of the said products of the machine aforesaid, knowing the same to be a machine established and used in contravention of the rights of your orator, as above stated, and receiving liberal commissions on the sales of the same, thereby aiding and assisting the said Forsythe and Simpson knowingly in the infringement of your orator's rights, as set forth in this bill of complaint.

To the end, therefore, that the defendants may be compelled to account for what income they have derived from the use of said machine, and that they may be restrained from any further use thereof, your orator prays that your honors would grant a writ of injunction, restraining the defendants from any further use thereof, and a writ of subpœna commanding the defendants to appear and make answer to said bill, and that said court would grant unto your orator such further and other relief as he may be entitled to.

(Signed,) PERIN & WALKER, *Solicitors.*
(Signed,) C. ROSELIUS, *Counsellor.*

F. Perin being duly sworn, deposes, that the complainant Wilson is absent from the State of Louisiana, and that the facts as alleged in the above bill of complaint, to the best of his knowledge and belief, and from the information derived from others, are true.

(Signed,) F. PERIN.

Sworn to and subscribed before me, this 24th April, 1844.

For D. N. HENNEN, *Clerk.*
(Signed,) J. Q. A. HOIT, *Deputy clerk.*

And on the 6th of May, 1844, the following entry of appearance was made on the chancery rule docket, to wit:

May 6th, 1844.

JAMES G. WILSON
vs.
A. P. SIMPSON, Joseph Forsyth, and B. Mills.

The defendant, A. P. Simpson, by his solicitor, M. W. Hoffman, this day enters his appearance.

And on the 31st of May, 1844, the following separate answer was filed, to wit:

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, Joseph Forsyth, and Simpson. } In equity.

To the honorable the judges of the circuit court of the United States for the fifth circuit, in and for the eastern district of Louisiana.

The separate answer of Andrew P. Simpson, one of the defendants to the bill of complaint of the said Jas. G. Wilson, respectfully represents:

That this defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception that can or may be had, or taken, to the many errors and other imperfections in the said complainant's said bill of complaint contained, for answer thereto, or unto so much thereof as this defendant is advised is material or necessary for him to make answer unto, answereth and saith: That he denies that he is agent, or otherwise in conjunction with said Joseph Forsyth and Simpson, in the territory of Florida, or otherwise; or that they, in conjunction with this defendant, or otherwise, in defiance of the rights of complainant, made, or caused to be made, set up, and put in operation, the machines described in said complainant's bill, to the injury of said complainant, or have in any other manner infringed upon the rights claimed and set up by said complainant.

He avers his ignorance of the right set up by said complainant, in manner and form as the same is set forth, but says that he is informed, and believes, and is ready to verify, that the rights set up by the complainant, under an assignment from the administrator of William Woodworth, so far as the same embraced, or was applicable to the county of Escambia, in the territory of Florida, had, by the said William Woodworth, through his assigns, been fully and legally assigned and transferred to the said Joseph Forsyth.

This defendant avers, and so charges, that the said Forsyth and the said Simpson reside in said Escambia county; and there, and nowhere else, under the rights acquired as aforesaid, have in operation machinery for tonguing, grooving, planing plank, which, in whole or in part, they send to this defendant, in the city of New Orleans, to be sold on

commission. This defendent denies that he is in any manner interested in the making or using said machines, or in the product thereof, other than those what he derives from the sale of the product thereof, in whole or in part, in the way of commission, by the sale thereof. He further denies that he has received said plank as aforesaid, knowing the same was the products of machines made or used in violation of the rights of said complainant.

And this defendant denies all unlawful combinations wherewith he is charged in said bill, without there is any other matter, cause, or thing, in the complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein or hereby well and sufficiently answered, avoided, traversed, or denied, is true to the knowledge and belief of this defendant; all which matters and things this defendant is ready and willing to aver and prove as this honorable court shall direct; and hereby prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

(Signed,) M. W. HOFFMAN, *Solicitor.*

A. P. Simpson, the defendant, being duly sworn, says that the facts set forth in the foregoing answer, as of his own knowledge, are true, and those on the information of others he believes to be true.

(Signed) A. P. SIMPSON.

Sworn to and subscribed before me, this 31st May, 1844.

For D. N. HENNEN, *Clerk.*

(Signed) J. Q. A. HOIT, *Deputy clerk.*

And on the 5th of June, 1844, the following notice of trial was filed, to wit:

NEW ORLEANS, *May 27th*, 1844.

M. W. HOFFMAN, esq.:

SIR: Please take notice that we shall move the Hon. T. H. McCaleb, in chambers, on Thursday, the 30th instant, at 9 o'clock, A. M., to grant a decree for an injunction against A. P. Simpson, in the matter of J. G. Wilson vs. the said Simpson, without requiring the complainant to give security to answer to the defendants for damages, according to the law of Congress on the subject, and the constant and uniform practice of the U. S. circuit court.

Yours, respectfully,

(Signed) PERIN & WALKER,
Solicitors for complainant.

Copy of the within served on Mr. Hoffman, solicitor for defendant, on Monday, the 27th May, 1844.

(Signed) F. PERIN, *For complainant.*

And on the 5th June, 1844, the following entry was made on the minutes, to wit:

[REC. CXXXIX, D. T. 1847.]—4

Wednesday, June 5th, 1844.

J. G. Wilson
vs.
A. P. Simpson and al. } No. 1225.

The argument of the counsel for an injunction, without requiring the complainant to give security to answer in damages, this day came on to be heard, F. Perin, esquire, appearing for complainant, and M. W. Hoffman, for the defendant; when, after some progress therein, the same was continued until to-morrow at 9 o'clock, A. M.

And on the 6th of June, 1844, the following entry was made on the minutes, to wit:

Thursday, June 6th, 1844.

J. G. Wilson
vs.
A. P. Simpson and al. } No. 1225.

The argument on the rule for an injunction was this day resumed, when the same being concluded, the said rule was submitted, and the court took time to consider.

And on the 7th of June, 1844, the following decree was entered on the minutes, to wit:

Friday, June 7th, 1844.

J. G. Wilson
vs.
A. P. Simpson and al. } No. 1225.

After maturely considering the application for an injunction, without complying with the formalities required, to wit, that of giving bond and security to answer in damages, the court do now order that said application be refused at the costs of the complainant.

And on the 9th of December, 1844, the following entry was made on the chancery rule docket, to wit:

December 9th, 1844.

James G. Wilson
vs.
A. P. Simpson and al. } No. 1225.

On motion of F. Perin, solicitor for complainant, it is ordered that the said A. P. Simpson produce in court, and file among the papers in this cause, the assignment, which he alleges in his answer he possesses, of the Woodworth patent right to the said Forsyth, to use in the Territory of Florida, and all other title papers, upon which defendants intend to rely on the trial of this cause, within ten days from the recording of this *this* motion, or to show good cause why he should or could not.

And on the 24th of January, 1845, the following exception was filed, to wit:

1411—

JAMES G. WILSON
vs.
A. P. SIMPSON and als. } In chancery.

An exception taken by the said complainant to the insufficient answer of A. P. Simpson, one of the said defendants.

For that the said defendant has not, to the best of his knowledge, remembrance, information, and belief, answered, disclosed, and set forth a full, just, and true inventory and account of all and singular the profits and commissions arising or accruing to said Simpson from the divers sales of lumber, and other products, of defendant, Forsyth's, machine in Florida, as charged and prayed in complainant's bill, and all the particulars thereof; and has not stated what interest or profit the said defendant, Forsyth, has realized, received, or enjoyed, from all sales, shipments, or consignments of lumber, products, &c., as aforesaid, which has been received and sold, or otherwise disposed of, by said defendant, Simpson, as partially set forth in said answer; and whether any or what portion now remain unsold.

In all which particulars the said complainant excepts to the answer of the said Simpson, as evasive, imperfect, and insufficient, and humbly prays that said defendant may be compelled to put in full and sufficient answer thereto.

(Signed) F. PERIN, *Solicitor for complainant.*

Judge's order.

On motion of F. Perin, solicitor for complainant, and on showing to the court sufficient cause for extending the time of filing this exception, it is ordered that the same be filed nunc pro tunc.

(Signed) THEO. H. McCALEB, *U. S. Judge.*

And on the same day, to wit, the 24th January, 1845, the following entry was made on the chancery rule docket, to wit:

Friday, January 24th, 1845.

JAMES G. WILSON
vs.
SIMPSON & als. } No. 1225.

On motion of F. Perin, of counsel for the complainant, it is ordered that the exception to insufficient answer be filed nunc pro tunc.

And on the 15th March, 1845, the following entry was made on the minutes, to wit:

Saturday, March 15th, 1845.

JAMES G. WILSON
vs.
FORSYTH and SIMPSON. } No. 1225.

On motion of F. Perin, solicitor for complainant, it is ordered that complainant have leave to withdraw the documents among the papers in this case.

And on the 24th April, 1845, the following entry was made on the minutes, to wit:

United States circuit court, fifth circuit and district of Louisiana:

Thursday, 24th day of April, 1845.

The court met pursuant to adjournment; present the honorable John McKinley, presiding judge, the honorable Theo. H. McCaleb, district judge.

J. G. Wilson
vs. } No. 1225.
A. P. Simpson & als.

On motion of J. Henderson, esq., it is ordered that the defendant be cited to show cause, to-morrow morning, at 9 o'clock, why a former order of this court for an injunction against the defendants, on terms that the complainant should give bond and security thereupon, should not be so modified as to relieve the complainant from giving such bond, or why a new order for an injunction, without the requirement of such bond, should not be awarded to the complainant in the above entitled case.

Marshal's return thereon.

Received 24th April, 1845, and same day served a copy of the within rule, by leaving the same at the office of M. W. Hoffman, esq., in the hands of Mr. Ogden.

(Signed) W. K. STILES, *Deputy*.

And on the 24th April, 1845, the following replication was filed, to wit:

James G. Wilson
vs.
Andrew P. Simpson, Joseph Forsyth, and Simpson. } In chancery.

United States circuit court, for the fifth circuit, and for the district of Louisiana, to the honorable the judge of said court:

The replication of the said James G. Wilson.

And this repliant, saving and reserving to himself all and all manner of advantage and exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendants, for replication thereunto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said defendants, and that the answer of the said defendants is very uncertain, evasive, and insufficient in law to be replied unto by this repliant; without that, that any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove,

1412

as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

(Signed) F. PERIN, *His solicitor.*

And on the 25th April, 1845, the following decree was entered on the minutes, to wit:

Friday, April 25th, 1845.

J. G. WILSON vs. A. P. SIMPSON et als } No. 1225.

The rule taken in this case, on behalf of the complainant on defendants, to show cause why the injunction granted herein should not be issued without the requirement of a bond and security, was this day taken up and tried; J. Henderson, F. Perin, and Upton, esqs., for the complainant, and M. W. Hoffman, esq., for the defendants; when, after argument of counsel, it is ordered that the said rule be dismissed, and that said complainant give bond and sufficient security for the use and benefit of Forsyth & Co., of Florida.

And on the same day, to wit, the 25th of April, 1845, the following bond for injunction was filed.

Know all men by these presents, that we, James G. Wilson, as principal, and John Henderson and Finley B. Hiern, as sureties, are held and firmly bound, jointly and severally, unto John Forsyth & Co., and A. P. Simpson, defendants, in the suit of Wilson vs. John Forsyth et als., in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said John Forsyth & Co., and A. P. Simpson, their heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the 25th day of April, in the year of our Lord eighteen hundred and forty-five.

Whereas, the said James G. Wilson has presented a petition to the honorable the circuit court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an injunction to restrain A. P. Simpson, of New Orleans, from vending the dressed lumber, (which is the product of the machines used by the said Forsyth & Co., in Florida, and by them sent to said market,) within the jurisdiction of this court, and to restrain the infringement, by defendants, of the patent rights of said Wilson.

Now, the condition of the above obligation is, that we, the above bounden James G. Wilson and , will well and truly pay to the said J. Forsyth & Co., and A. P. Simpson, who are the defendants, in said petition, all such damages as they may recover against us, in case it should be decided that the said injunction against the said A. P. Simpson was wrongfully obtained.

(Signed) JAMES G. WILSON, [SEAL.]
JOHN HENDERSON, [SEAL.]
F. B. HIERN. [SEAL.]

Signed, sealed, and delivered in the presence of—
(Signed) W. S. UPTON,
DUNCAN N. HENNEN.

Approved: (Signed) THEO. H. McCALEB,
U. S. Judge.

And on the 30 of April, 1845, the following grounds to dissolve injunction were filed, to wit:

WILSON
vs.
SIMPSON and als.

Grounds upon which a dissolution of the injunction granted herein is asked for:

1st. That the answer filed has taken away all the equity set forth in the bill.

2d. That twelve months has expired since the filing of the answer without issue taken thereon; the complainant has slept upon his rights, and is not entitled to an injunction.

3d. That the defendant, Simpson, is a large sufferer by the injunction, has received and has now on hand a large quantity of lumber, on which he has expended large sums for freight, and the bond affords him no protection, being ordered to be taken in favor of the other parties in the bill.

4th. That the injunction has issued to restrain that which the law does not forbid; there is no restriction in the sale of the product of a machine, but on the sale of the machine itself.

(Signed) M. W. HOFFMAN,
Attorney.

And on the 8th of May, 1845, the following entry was made on the minutes, to wit:

THURSDAY, *May 8th*, 1845.

WILSON
vs.
SIMPSON et als. No. 1225.

On motion of M. W. Hoffman, esq., counsel for defendants, it is ordered that the plaintiff shew cause, on Saturday, the 10th inst., why the injunction granted in this case, on the 25th April last, should not be dissolved.

And on the same day, to wit, the 8th of May, 1845, the following answer of E. E. Simpson, was filed:

To the honorable the judges of the circuit court, for the fifth judicial circuit, for the district of Louisiana, in chancery.

The answer of E. E. Simpson, who is impleaded with Joseph Forsyth and A. P. Simpson, by James G. Wilson, complainant.

This defendant, without confessing any of the matters in said bill,

says, that he denies that he has alone, or in connection with any other person, in the Territory of Florida, or otherwise, in defiance of the rights of complainant, made or caused to be made, set up, and put in operation, the machines described in complainant's bill, to the injury of complainant; or has in any manner infringed upon the rights claimed and set up by said complainant. He says, that he is interested with the said Joseph Forsyth in using machines for tongueing, grooving, &c., of plank, and in sending said lumber to New Orleans, and elsewhere, for sale; that said machines were made, set up, and are now used in pursuance of an assignment duly made through sundry persons, from William Woodworth, the original patentee thereof, and was duly *en*quired by the said Joseph Forsyth, under an assignment for the exclusive use thereof for the then county of Escambia, in Florida; all which are fully set forth in the plea and answer of the said Joseph Forsyth, herein filed; and this defendant, holding under the rights then acquired by the said Forsyth, pray the same may be taken as part of his answer, as the same are therein set forth.

This defendant, denying all unlawful combination and all other matters therein contained, prays to be dismissed with his costs.

(Signed) M. W. HOFFMAN,
Solicitor.

A. P. Simpson, agent of the said E. E. Simpson, being duly sworn, says, that the facts set forth in the foregoing answer are within his knowledge, and are true, and that E. E. Simpson is absent from the State.

(Signed) A. P. SIMPSON.

Sworn to before me, this 8th May, 1845.

(Signed) DUNCAN N. HENNEN,
Master in chancery.

And on the same day, to wit, the 8th May, 1845, the following plea of Joseph Forsyth was filed:

To the honorable, the judge of the circuit court for the fifth judicial circuit, for the district of Louisiana, in chancery.

The plea of Joseph Forsyth, who is impleaded with Andrew P. Simpson and Simpson, by James G. Wilson, complainant.

This defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said complainant's said bill mentioned to be true, in such manner and form as the same are therein and thereby set forth and alleged, doth plead thereunto, and for plea saith, that by an act of the Congress of the United States, made on the fourth day of July, one thousand eight hundred and thirty-six, it was amongst other things enacted, that any person who had discovered any new and useful machine, or any new and useful improvement thereof, not known or used by others, before his discovery or invention thereof, and not in public use on sale with his consent, should be entitled to make application to the commissioner of patents, and on due proceedings had the

said commissioner may grant to such applicant a patent for any such new invention or discovery, granting the exclusive right to make, use, and vend the same for fourteen years; and it is furthermore enacted and declared, that every patent so granted shall be assignable, either as to the whole interest, or any undivided part thereof; and that whenever any patentee of an invention or discovery, shall desire an extension of his patent beyond the term of its limitation, it shall be the duty of said commissioner, on the application of the said patentee, and his compliance with certain conditions therein set forth, and on the report of the Secretary of State, the commissioner of the Patent office, and the solicitor of the Treasury, that an extension of the said patent is not incompatible with the public interest, and that it is just and proper to extend the same, by reason that said patentee hath not been remunerated for his invention, to grant an extension thereof, before the same expires, for the space of seven years from the expiration of the first term; and it is therein and thereby expressly declared, that such renewed patent shall have the same effect in law as tho' it had been originally granted for the space of twenty-one years, and that the benefit of such renewal shall extend to asignees and grantors of the right to use the thing patented, to the extent of their respective interest therein.

And this defendant further for plea saith, that one William Woodworth, being the inventor of a certain machine in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width, did apply to the proper department of the Government of the United States, and having complied with the requirements of law, he, on the 27th day of December, in the year 1828, procured to be issued to him, in pursuance of the law aforesaid, a patent under the seal of the Patent office, whereby was granted to the said William, his heirs, administrators, and assigns, for the term of fourteen years, from the 27th December, 1828, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the aforesaid improvement or machine so patented to him; which patent remains of record, and was duly recorded in the Patent office of the United States.

And this defendant, further for plea saith, that one Uri Emmons did, on or about the 25th day of April, in the year one thousand eight hundred and twenty-nine, claim to be the inventor of a certain machine, similar to, and in many respects identical with, that theretofore patented by the said William Woodworth, and made application to the proper authorities, and obtained a patent therefor, in pursuance of law, granting to him and his heirs, executors, and assigns, the exclusive right of making, constructing, using, and vending to others for use, said machine, for the space of fourteen years from the date last aforesaid, which said patent was granted under the seal aforesaid, and was recorded according to law. And the defendant saith, that after the issuing of the patent last aforesaid, the said Uri Emmons made a certain deed of assignment, bearing date on the sixteenth day of May, in the year one thousand eight hundred and twenty-nine, to and with Daniel H. Two-

good, Daniel Halstead, and William Tyack, and delivered the same to them, whereby the said Uri transferred and assigned to the said Daniel H. Twogood, Daniel Halstead, and William Tyack, all his, the said Uri's, right, title, and interest in and to the patent so as aforesaid granted to him; which deed was recorded within three months after *is* execution in the Patent office. And the defendant saith, that after the granting of the patent to the said William Woodworth, he, the said Woodworth, afterwards, to wit, on the 4th day of December, in the year 1828, executed and delivered to James Strong his certain deed of assignment, whereby he transferred to the said James a moiety or half interest in and to the patent so as aforesaid granted to him, the said William, which deed was recorded within three months after executing the same in the Patent office of the United States, where it remains of record.

And this defendant further for plea saith, that the said William Woodworth, and his assignee, James Strong, being the sole owners of the patent so as aforesaid granted to the said William, entered into an agreement to and with Daniel H. Twogood, Daniel Halstead, William Tyack, the assignees of Uri Emmons, and sole owners of the patent granted to the said Uri, also being a party thereto, whereby it was agreed between the parties, that the patents so as aforesaid respectively granted to the said Uri and to the said William should be consolidated, so that the parties to said agreement should be interested in both patents to a like extent; that at that time they were interested in either; and it was further agreed that, in consideration that the said William Woodworth and the said James Strong should be permitted to have and enjoy the exclusive privileges given by both of said patents for certain portions of the United States, that the said Daniel H. Twogood, Daniel Halstead, and William Tyack, should be entitled to have and enjoy the exclusive privileges given by both of said patents for the States of South Carolina, Georgia, and the Territory of East and West Florida, in the United States, and to have all the benefit, profit, and advantage of the said patent right within the limit aforesaid, and of all improvements, alterations, and renewals thereof; which said agreement in writing was recorded within three months from the making thereof, and remains of record in the Patent office of the United States.

And the defendant further saith, that the said William Tyack, part owner of an interest in the said patents, did, on the 8th day of December, 1829, by assignment in writing of that date, executed and delivered to William H. Culver, assign and transfer to the said William all his right, title, and interest in and to the two patents aforesaid, and to all improvements, alterations, and renewals thereof, which assignment was recorded in the Patent office within three months after making the same, and there remains of record.

And this defendant further saith, that the said Daniel H. Twogood, Daniel Halstead, and William H. Culver, the said William Tyack also being a party, did, on the sixth day of October, 1831, make and execute an assignment in writing of that date, whereby they being the sole

owners of said two patents in and for the States and Territories aforesaid, did assign and transfer to one Mark Richards, John Hemphill, and John A. Inslee, one undivided moiety or half part of their aforesaid interest in said patents and agreement of consolidation, which conveyance was recorded in the Patent office within three months from the making thereof, and now remains of record in said office.

And defendant further saith, that on the day last aforesaid, in the year last aforesaid, the said Daniel H. Twogood, Daniel Halstead, and William H. Culver, and William Tyack, did make and execute a certain other assignment in writing, which was recorded in manner aforesaid, and delivered the same to Richard G. Howland and Zachariah Woolen, whereby they transferred and assigned to the said Richard the rest, residue, and remainder of their interest in and to the privileges secured by said patents and the agreement of consolidation aforesaid, being a moiety or half interest therein; and thereby the whole undivided interest in the two patents aforesaid, for the States of South Carolina, Georgia, and the Territory of East and West Florida, with an interest in all renewals, became vested in the said Mark Richards, John Hemphill, *Richard* Inslee, Richard G. Howland, and Zachariah Woolen.

And the defendant further saith, that afterwards, to wit, on the 15th day of March, one thousand eight hundred and thirty-two, the said Mark Richards, John Hemphill, and John A. Inslee, by deed in writing duly delivered, did transfer to John L. Newbold and William L. Newbold, all their right, title, and interest in and to the patents aforesaid and said agreement of consolidation, which was duly recorded in the Patent office within three months from the execution thereof, and remains of record in said office.

And the defendant further saith, that the said John L. Newbold and William L. Newbold, Richard G. Howland, and Zachariah Woolen, being the sole owners in undivided interest in and to the privileges secured by the aforesaid patents and the agreement of consolidation aforesaid, did, on the first day of June, in the year of our Lord one thousand eight hundred and thirty-six, for and in consideration of the sum of one thousand five hundred dollars paid by this defendant, Joseph Forsyth, to them, the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woolen, execute and deliver to said defendant their deed, sealed with their respective seals, whereby they, for the consideration aforesaid, granted to defendant all right, title, and interest possessed by them, or either of them, in and to the aforesaid patents, and the rights acquired under them, and the full and exclusive right to use, and vend to others to be used, the improvements and machines described in the specifications accompanying the patents aforesaid, within the county of Escambia, in the Territory of West Florida; to have and to hold the said exclusive right, with all advantages arising therefrom, and all improvements, alterations, and renewals thereof, within the said county of Escambia, to the said defendant, his heirs and assigns, for his and their proper use; which deed was duly recorded within three months after the same was executed in the Patent office of the United States, where it remains of record.

And this defendant further for plea saith, that before the expiration of the term of fourteen years, for which the patent first aforesaid was granted to the said William Woodworth, to wit, on the 27th day of December, in the year 1842, the said William having departed this life, his executor, William W. Woodworth, made application for and obtained an extension and renewal of the patent so granted, for the space of seven years from and after the 27th day of December, in the year 1842, according to the act of Congress in such case made and provided; which extension and renewal was recorded within three months thereafter in the Patent office, and there remains of record.

Wherefore, this defendant saith, that by reason of the patent so as aforesaid issued, and the agreement of consolidation thereof, and the renewal and extension so as aforesaid set forth, and the several assignments so as aforesaid made, he, this defendant, rightfully, within the county of Escambia, in the territory of West Florida, made, and caused to be made, set up, and put in operation, machines for planing, grooving and tongueing, planks, boards, and other materials, and vending the product in New Orleans and elsewhere; and the defendant in fact saith, that all the planks, boards, or other materials, so manufactured and sent to New Orleans, or elsewhere, by this defendant, or by this defendant and Simpson, to A. P. Simpson, or to any other person, was and is the product of such machines established within the county of Escambia, in the territory of West Florida, as the limits of said county were known and established at the time he, this defendant, purchased the right in said patents as aforesaid. All which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove, as this honorable court shall award; and he doth plead the same in bar to the whole of the complainant's said bill, and he doth humbly demand the judgment of this honorable court, whether he, this defendant, ought to be compelled to make any further or [other] answer thereto. (Signed) JOSEPH FORSYTH, Jr., &c.
(Signed) M. W. HOFFMAN, *Solicitor*.

STATE OF LOUISIANA,
Parish of New Orleans, ss:

A. P. Simpson, being duly sworn, saith, that he is agent for Joseph Forsyth, who is absent from the State of Louisiana, and that the facts set forth in the above plea are true, and said plea is not interposed for delay.

(Signed) A. P. SIMPSON.

Sworn and subscribed before me, this 8th May, 1845.

(Signed) DUNCAN N. HENNEN,
Master in chancery.

I certify, that in my opinion the facts set forth in the foregoing plea constitute a defence to complainant's bill, and therefore that said plea is well founded in point of law.

(Signed) P. ANDERSON, *of Counsel*.

And on the 10th of May, 1845, the following entry was made on the minutes, to wit:

Saturday, May 10th, 1845.

WILSON
vs. } No. 1,225.
SIMPSON & ALS.

The rule taken herein, on the 8th instant, by M. W. Hoffman, esq., counsel for defendants, to shew cause why the injunction granted in this case on the 25th of April last should not be dissolved, this day came up for hearing, J. Henderson and Upton, esqrs., appearing for complainant; when, after argument of counsel, the court took the same under advisement. And on the 14th of May, 1845, the following entry was made on the minutes, to wit:

Wednesday, 14th May, 1845.

J. G. WILSON
vs. } No. 1,225.
SIMPSON & ALS.

The court this day, after mature deliberation, ordered, adjudged, and decreed, that the rule taken in this case to dissolve the injunction be overruled with costs.

And on the 17th of May, 1845, the following entry was made on the chancery rule docket, to wit:

Saturday, May 17th, 1845.

J. G. WILSON
vs. } No. 1,225.
A. P. SIMPSON ET AL.

The defendant, Joseph Forsyth, having filed this plea herein on the 8th instant, the same is set down for hearing this day by consent of parties; the complainants not admitting the facts alleged in said plea, but for the purpose of raising the questions of law which they involve, and obtaining a speedy decision of the same.

And on the same day, to wit, the 17th of May, 1845, the following points, to be certified to the Supreme Court, was entered on the minutes:

Saturday, 17th May, 1845.

J. G. WILSON
vs. } No. 1,225.
SIMPSON ET AL.

This case coming on to be heard on demurrer, filed to the plea of Joseph Forsyth, one of the defendants, set down for hearing by consent, and the matters of law arising on said plea, the following points became material to the decision, and being considered, the court were divided in opinion on the following points:

1st. Whether, by law, the extension and renewal of the said patent granted to William Woodworth, and obtained by William W. Woodworth, his executor, enured to the benefit of said defendant, to the ex-

tent that said defendant was interested in said patent before such renewal and extension.

2d. Whether, by law, the assignment of an exclusive right to the defendant, by the original patentee, or those claiming under him, to use said machine, and to vend the same to others for use, within the county of Escambia, in the territory of West Florida, did authorize said defendant to vend elsewhere than in said county of Escambia, to wit, in the city of New Orleans, State of Louisiana, plank, boards, and other materials, product of a machine established and used within the said county of Escambia, in the territory of West Florida.

Wherefore, upon the request of defendants' counsel, it is ordered and directed, that the foregoing points of law be certified for the opinion of the Supreme Court of the United States.

And afterwards, to wit, on the 18th day of April, A. D. 1846, the following mandate from the Supreme Court of the United States was certified to this court in words and figures following, to wit:

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the honorable the judges of the circuit court of the United States, for the district of Louisiana, greeting:

Whereas lately, in the circuit court of the United States for the district of Louisiana, before you, in a cause between James G. Wilson, complainant, and Andrew P. Simpson, Joseph Forsyth, and B. Mills, defendants in equity, wherein the judges were opposed in opinion on certain points or questions which were certified under the seal of the said circuit court to the Supreme Court of the United States for its opinion, as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States, agreeably to the act of Congress in such case made and provided, fully and at large appears. And whereas in the present term of December, in the year of our Lord one thousand eight hundred and forty-five, the said cause came on to be heard, before the said Supreme Court, on the said transcript of the record, and was argued by counsel. On consideration whereof it is the opinion of this court—1st. That, by law, the extension and renewal of the said patent, granted to William Woodworth and obtained by William W. Woodworth, his executor, did not enure to the benefit of said defendant to the extent that said defendant was interested in said patent before such renewal and extension; but the law saved to persons in the use of machines, at the time the extension takes effect, the right to continue the use. 2d. That an assignment of an exclusive right to use a machine, and to vend the same to others for use, within a specified territory, does authorize an assignee to vend elsewhere, out of the said territory, plank, boards, and other materials, the product of such machine. It is therefore now here ordered and decreed by this court, that it be so certified to the said circuit court, and the same is accordingly hereby certified, Mar. 9. You therefore are hereby commanded, that such further proceedings be had in said cause, in conformity to the opinion of this court, as, according to right

Sworn to and subscribed before me, this 21st day of May, 1846.

Subscribed and sworn to in my presence, this 22d day of May, A. D. 1846. ED. RANDOLPH,
U. S. Commissioner.

And afterwards, to wit, on the 25th day of May, 1846, the plaintiffs filed the following amended bill:

Circuit court of the United States, for the district of Louisiana, May term, A. D. 1846.

JAMES G. WILSON
vs.
FORSYTHE, SIMPSON, et al.

2d amended bill.

And said complainant, by leave of the court first had and obtained, offers this his amendment to his original bill, filed in this court on the 13th day of April, 1844, against Joseph Forsythe, Andrew P. Simpson, and Bagdad Mills; and in amendment also of his first amended bill, filed in this case on the 24th day of April, 1844, whereby E. E. Simpson was made an additional defendant.

And your orator represents, that his original bill and its amendment purported to charge that your orator was possessed of, and entitled, as assignee, to, the principal part of a certain patented invention of what is familiarly known as Woodworth's planing machine, which invention was originally patented to William Woodworth, the inventor, on the 27th day of December, 1828, for the term of 14 years, and which term expired on the 28th day of December, 1842; that the said William Woodworth died, and his son, William W. Woodworth, became his administrator; and on the 16th day of November, 1842, the said administrator obtained from the Patent office of the United States an extension of said patent for the further term of seven years from the 27th day of December, 1842; and that, under the said extension, and by assignment of said administrator, your orator derived his right, as asserted in said original bill and its amendment, and which assignment conferred upon your orator an exclusive right to said patented invention throughout the late territory and now State of Florida, and the State of Louisiana, and all the other States of the United States, excepting only the State of Vermont.

And your orator had charged, that the said Forsythe and others, the defendants, had unlawfully erected and set up, and put in use and operation, in the county of Escambia, within the now State of Florida, one or more planing machines of the Woodworth patent, and was vending the lumber dressed thereon in the city of New Orleans, in violation of the exclusive rights of your orator in the extended term of the patent derived to him by assignment as aforesaid; all which acts your orator complained of and represented as an infringement of your orator's rights, and sought relief therefor in the interposition of your honorable court, by its process of injunction, which was awarded to him, but

which was wholly disregarded and held at naught by the said defendants.

And your orator, by way of amendment, now charges, that he is informed and believes the said Forsythe and others, the defendants, give out in speeches, and represent, that on the 25th day of April, 1829, one Uri Emmons obtained a patent for a planing machine, of the principles of which he claimed to be the inventor, which patented machine was similar to, and in many respects identical with, Woodworth's planing machine, which had been patented near four months preceding; that soon after these patents were obtained, James Strong became a joint owner with Woodworth of his patent, and Daniel Twogood, Daniel Halstead, and William Tyack became the joint owners, by assignment, of the Emmons patent; that on the 28th day of November, 1829, the two parties, so representing the two patents as aforesaid, by their mutual agreement in writing of that date, in consideration of the mutual transfer of each party to the other of the patent which each respectively held, the said parties, in virtue of said agreement, became each separately invested with an exclusive right in both patents as against each other, to the extent of the several States and territories of the United States, as divided and parcelled out in said agreement between the parties respectively; that, in virtue of said agreement, these defendants report and pretend, Twogood, Halstead, and Tyack became the rightful owners of both said patents throughout the territory of Florida, including the county where these defendants have in operation the several patented planing machines now in controversy. And your orator is informed and believes, that said defendants represent and pretend, that during the continuance of the first term of the Woodworth patent these defendants derived, by various assignments, a consecutive and legal chain of title from the said Twogood, Halstead, and Tyack, for the said county of Escambia, good and sufficient in law and equity, and by virtue of which they set up and put in use and operation the said machines, the use of which is now complained of as an infringement of your orator's rights. And your orator is informed and believes, that said defendants further give out and represent, that the said machines now in use by them are old machines, which were set up and put in operation before the expiration of the first term of the Woodworth patent, and the same machines which were in use on the 27th of December, 1842; the same that are now in use, and were in use at the time of filing the original bill in this case; and that the lumber sold in New Orleans, as before charged, is the product of these machines exclusively.

Now, your orator expressly charges, that the Emmon's patent, before referred to, was not merely similar, but was, in fact, substantially the same as the Woodworth patent, and for the same machine invented and discovered by Woodworth, and was pirated from Woodworth's discovery. Your orator charges and admits, that there was an agreement between Woodworth and Strong, of one part, and Twogood, Halstead, and Tyack, of the other part, of date 28th November, 1829, similar in its terms

and provisions to that before set forth in the reported representations of the defendants, and supposed to be the same by them referred to. But your orator charges and avers, and such the truth is, that the said agreement was, on the part of said Twogood, Halstead, and Tyack, and against the said Woodworth and Strong, false, fraudulent, and void, and without any consideration to the said Woodworth and Strong. In procuring said agreement, and as the inducement of said Woodworth and Strong to its execution, the said Twogood, Halstead, and Tyack, in conjunction with the said Uri Emmons, pretended and represented that, though the said Woodworth had obtained the first patent, as upon his own invention, yet the said Emmons was in fact the first discoverer and inventor. And making many false representations to convince the said Woodworth and Strong, backed their representations with threats and preparation to involve said Woodworth and Strong in tedious and expensive lawsuits to establish these pretensions. The said Woodworth and Strong, regarding it possible that said representations were true, and not then suspecting or perceiving the base and fraudulent devices of their adversaries, and the said Woodworth becoming apprehensive, from these false representations so earnestly made him, that the extraordinary fact of a prior discovery, of what he knew to be his own invention, might be established against him, and being poor at the time, his invention yet in its infancy, and not favorably established with the public, and looking with despair to the litigation which threatened him, he did execute the agreement of 28th November, 1829; and thereby formally invested his adversaries with such an equitable right and interest, under the Woodworth patent, as the laws there in force gave sanction to under such an agreement. For this act the said Woodworth and Strong received no other consideration than a like equitable transfer of an interest in the Emmon's patent, which patent had been fraudulently pirated from said Woodworth's own invention.

The iniquity by which this fraudulent transaction was contrived and consummated, was not discovered by the said Woodworth in his lifetime, nor by his administrator, or assigns, till those profiting by it, grown bold with their success, appeared, in July, 1842, at the Patent office to resist the application of Woodworth's administrator for an extension of the Woodworth patent, under the same fraudulent pretence of Emmons' prior discovery of the invention, so before patented to Woodworth.

The investigation which thereupon ensued disclosed the false and fraudulent devices by which the said Uri Emmons, and the said Twogood, Halstead, and Tyack, had imposed upon the officers of Government in obtaining their former patent, and the false and base means by which they had cheated the said Woodworth in his lifetime, as to the execution of this agreement of 1829, and thereby had obtained the profits and enjoyment of a large interest under the first term of his patent. The testimony and proceedings which established this fraud still remains on the records and files of the Patent office, and afterwards resulted in the rejection of the application of Emmons' administrator for an extension of his patent. Wherefore complainant saith, that the

source from which these defendants pretend to have derived title, under the first term of the patent, is vitiated, fraudulent, and void; and from which no good and valid right could be derived.

But your orator further avers, that if the aforesaid source of title, as relied on by defendants, was founded in good faith, and valid as they pretend, yet your orator avers that said defendants have no legal and continuous chain of title therefrom, and none such remains of record in the Patent office as the law requires.

And your orator further avers, that said agreement of 1829, by the laws then in force, and by the legal tenor and effect of said agreement, could only have transferred an equitable right and interest, under Woodworth's patent, which could only be asserted upon its equity in Woodworth's name; and did and could not transfer a legal and assignable portion of Woodworth's patent, as these defendants pretend; a patent not then being assignable by the laws of the land. And hence, aside from all other principles and considerations, the rights relied up[on] by these defendants are subject to all the equities by which the said Twogood, Halstead, and Tyack were bound.

And your orator further represents, and avers, that the machines which the defendants have now in use, and which they have continued to use since the filing of the original bill in this case, and for a long time preceding, are not the same machines as defendants pretend and represent, which they had in use at the expiration of the first term of the patent, on the 27th day of December, 1842; but, on the contrary, your orator charges, he is informed and believes that one of said planing machines in the use and possession of said defendants was procured, set up, and put in use by said defendants long since the expiration of the first term aforesaid, and during the year 1844.

And those which defendants represent as old machines, and purchased before the expiration of the first term of said patent, and in use on the said 27th day of December, 1842, have since that date been so rebuilt and reconstructed by the addition of new parts and portions thereof, and which new parts and portions were and are essential parts and portions and combinations of the Woodworth patented invention, that they are no longer the same machines, and operating by the same patented parts and combinations of the Woodworth patent, which constituted the machines of the defendants in use on said 27th December, 1842.

But, on the contrary, the said reputed old machines of the defendants, now and for three years past in use by them, have been from time to time rebuilt and reconstructed, by the unauthorized application and addition of new parts and combinations, which said new parts and combinations are essential parts and portions of your orator's patented invention, and which can only be applied to and used in either new or old machines by virtue of his license and permission, without the infringement of the rights of your orator. And your orator avers, that the setting up and using the new machine aforesaid, and the unauthorized rebuilding of the reputed old machines as aforesaid, by the addition of

new and essential parts of your orator's patented invention, as aforesaid, are all acts of infringement of the rights of your orator, and for which he asks remuneration and redress from the said defendants, through the aid of your honorable court.

And your orator further represents, that he is informed and believes that the said Forsyth reports and gives out, in speeches, that he has other old and abandoned planing machines of the Woodworth patent, cast away as worn out, and that he can and will procure other cast away and worn out machines of the Woodworth patent, which by the application of new parts to said old machines, being such new parts as are essential parts of the Woodworth patented invention, he can and will set in operation old machines so rebuilt, and by such shifts and evasions avoid, as he reports and pretends to believe he will, all responsibility as infringers of your orator's rights, and so in effect avail himself of your orator's patented extension without license, and without paying therefor.

But your orator avers that the said defendants have no right to set up and use any planing machine of the Woodworth patent, having been an infringer of said patent from the beginning.

But if he had a right under the first term, that right has expired, and all his pretences of right to use new or old machines rebuilt as aforesaid, are alike an infringement of the rights of your orator.

Wherefore, your orator prays for the relief as before prayed for, and for the further relief, that, on the final hearing of your orator's case, your honorable court will adjudge and decree that the said agreement of 28th November, 1829, was fraudulent and void in its inception, and that all rights professed to be derived therefrom are likewise void. And that the defendants be adjudged infringers of your orator's rights, and adjudged and decreed to have no right whatever to the use of the Woodworth patent, or to any machines made under that patent in their possession.

And that defendants be decreed to account with your orator for all profits made by them in the unlawful use of said patent, and that they be finally enjoined from the use of your orator's patent in all the matters before set forth.

And that you grant to your orator all such other and further relief as his case may warrant, and to justice and equity shall seem meet.

And, as in duty bound, &c., &c.

JOHN HENDERSON,
Sol. for complainant.

And afterwards, to wit, on the 28th day of May, 1846, the following was entered of record:

JAMES G. WILSON
vs. } 1225.
A. P. SIMPSON et al.

On motion of John Henderson, esq., solicitor for complainant, and on suggesting to the court that, in compliance with the order here-

in rendered, on the 22d instant last past, he has filed an amended bill in this cause, and that the defendants, by their solicitors, have been furnished with a copy thereof. It is ordered, that unless said defendants appear on or before the rule day in July next ensuing, and plead answer or demur to said amended bill, the allegations thereof will be taken for confessed as to them.

And afterwards, to wit, on the 2d July, 1846, the following was entered of record:

JAMES G. WILSON
vs. } 1225.
A. P. SIMPSON et al.

On motion of M. W. Hoffman, esq., solicitor for defendants, and on suggesting to the court that transcripts from the office of patents of the United States are necessary to accompany the answer to the amended bill filed by plaintiff. It is ordered, that the time allowed to defendants for answering the said amended bill, as per order of the 28th May, 1846, be enlarged till the first Monday of November next.

And on the 28th January, 1847, the following was entered of record:

J. G. WILSON
vs. } 1225.
A. P. SIMPSON et al.

On motion of M. W. Hoffman, esq., solicitor for the respondents, Joseph Forsythe and E. E. Simpson, herein. It is ordered, that any judge of the district court of the United States for the State of Florida, or any judge of the State of Florida residing in Escambia county, residing in said State, be and he is hereby specially appointed a commissioner in this cause, to take the affidavits of said respondents to their several answers herein filed to the complainant's original bill, and the amendments thereto filed. It is further ordered, that a certified copy of this order be the authority of any such judge to act in the premises.

And on the fifth of February, 1847, the following answer of Joseph Forsythe, to bill and amended bill, was filed:

In chancery.

To the honorable the judge of the circuit court, for the fifth judicial circuit, for the district of Louisiana, the answer of Joseph Forsythe to the bill of complaint, and the several amendments thereto of James Wilson, now pending in said court, sheweth:

That this respondent is a citizen of the State of Florida, and was so at the institution of this suit; and he believes James Wilson, the complainant, to be a citizen of the State of New York, and that he was so when he commenced this suit.

This respondent, in this his answer, waives the facts set forth in the plea pleaded by him in this case, and insists only on such of them as are herein reaffirmed.

This respondent admits that William Woodworth claimed to be the

original inventor of the machine familiarly known as Woodworth's planing machine, and on or about the 27th December, 1828, procured a patent therefor for the term of 14 years; and he further admits, that William W. Woodworth, after the death of the said William Woodworth, and as his administrator, obtained an extension of said patent for the further term of seven years, from the 27th December, 1842. This defendant says he does not know, and therefore cannot admit, the plaintiff's allegation, that he rightfully derives title to use and vend said machine from the Woodworths. And furthermore, he does not admit that William Woodworth, since deceased, was the original discoverer or inventor of said machine, nor that the same was not known or used by others before his discovery and invention. This respondent says, as before, that the machine was patented to the said William Woodsworth in December, 1828, but he says that his priority of discovery was disputed by Uri Emmons, as complainant alleges, who, about the 25th April, 1829, applied for and obtained a patent for a machine for planing, tonguing, and moulding planks and boards. This respondent believes that doubts existed as to the priority of discovery, and also as to how far the said machines were identical; and that, to set all controversy at rest in regard to their respective claims, he, the said William Woodsworth, and one James Strong, to whom Woodworth, before the date of his patent, had assigned a moiety of his interest therein, entered into an agreement with Twogood, Halstead, and Tyack, to whom Uri Emmons had transferred all his interest in his patent, which agreement was mutual between the parties, and had the effect to give each of the parties an interest in the respective patents. The said Uri Emmons was also a party to this agreement, which was executed on or about the 28th November, 1829, and the same was duly recorded, and is now of record in the Patent office of the United States, and is here exhibited and marked exhibit B, and prayed to be considered a part of this answer. This respondent says, that by inspecting the record of said agreement it will appear that the said Woodworth and Strong, for a valuable consideration, transferred to Twogood, Halsted, and Tyack, an interest in the Woodworth patent, and that a portion of the interest thus transferred to them was the right to an exclusive privilege thereof for the Floridas. This respondent says that he derives his right to use said machine by assignments, transmitting the right from the said Twogood, Halsted, and Tyack; and this respondent is not able to say whether the machine used by him comes nearer to that invented by Woodworth or that invented by Emmons, having no interest to inquire, as his rights extended to both.

This respondent files herewith paper writing marked exhibit A, and prays it be taken as a part of this his answer. It is a copy of a record of an agreement between John L. Newbold, William L. Newbold, R. J. Howland, and Z. Woolen, and this respondent, whereby it will appear that the said Newbold, Woolen, and Howland, for the sum of one thousand five hundred dollars, conveyed to this respondent an exclusive right to the machine for the county of Escambia, in Florida.

This respondent says, that the grantors in said agreement, by a chain of title set forth in the recitals of said agreement, were entitled to all the rights that ever were vested, either in Woodworth or Emmons, in their respective patents, so far as the said county of Escambia was concerned, and that this respondent will produce, on the trial of this cause, record evidence of the various assignments therein recited. And respondent says, that at the time he purchased the right for [the county of] Escambia, as aforesaid, and at the time he took a conveyance therefor, and at the time he paid the consideration thereof, to wit, the 1st June, 1836, this respondent says he had no notice of any fraud or false representations that may have been used or made by the said Uri Emmons, as is charged in the complainant's bill; he says he purchased of those who had evidence of right from Woodworth, and that he paid a valuable consideration, without notice of any fraud or defect of title.

This respondent says that he has no reason to believe, nor does he believe, that any fraud or false representations were made by Emmons and Woodworth, or Strong; and this respondent is advised that the facts set forth in the complainant's bill are insufficient to affect Emmons with fraud; that Emmons had a right, believing himself to be the original inventor, to assert his claim at law, and that an agreement to terminate the dispute cannot be set aside for that cause. He, however, denies that he had any notice at the time he purchased, paid for, and took a conveyance for the county of Escambia, of any threats of suit made by Emmons, or any preparations to involve Woodworth and Strong in "expensive and tedious lawsuits."

This respondent says, that the assignments aforesaid entitled him, of right, to set up and put in operation said machines for planing, grooving, and tongueing planks, boards, and other materials, within the county of Escambia, and vending the product in said county and elsewhere; and he avers that the materials so manufactured and sent to New Orleans, and elsewhere, by respondent, to A. P. Simpson, or to others, were the product of machines established and put in use in the county of Escambia, before the expiration of Woodworth's patent, and before the extension thereof, and that said machines, within said county, continue to be used by respondent. He denies that any of the machines used by him in said county have been rebuilt or reconstructed, by the addition of new parts, since 27th December, 1842, as complainant alleges; and he says he has no wise infringed any right of the plaintiff in the premises. He denies all unlawful combination, and prays to be hence dismissed, with his costs.

JOSEPH FORSYTH.

Joseph Forsyth, the above respondent, being duly sworn, says, that all the facts set forth in the foregoing answer, as of his own knowledge, are true, and those set forth as derived from others he believes to be true.

JOSEPH FORSYTH.

Sworn to and subscribed before [me,] this 2nd day of February, 1847.

C. EVANS,
Judge of probates, Escambia county.

I, Charles Evans, sole judge of probates of Escambia county, State of Florida, being a court of record, do hereby certify, that the above Joseph made oath as above before me.

In testimony whereof, I have hereto set my hand and official seal [L. S.] of office, this 2nd day of February, 1847.

C. EVANS,
Judge of probates, Escambia county.

Exhibit A.

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the restored records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this fourth day of December, in the year of our Lord one [SEAL.] thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

EDMUND BURKE.

To all to whom these presents shall come, John L. Newbold and William L. Newbold, of the city of Philadelphia, and Richard G. Howland and Zachariah Woollen, of the city of Baltimore, send greeting:

Whereas on the twenty-seventh day of December, one thousand eight hundred and twenty-eight, there was granted by the United States to William Woodworth, of the city of New York, a patent for his improvement in the method of planing, tongueing, grooving, and cutting into moulding, plank, boards, &c.

And whereas Uri Emmons, of New York aforesaid, obtained from the United States on the twenty-fifth day of April, one thousand eight hundred and twenty-nine, a patent for similar improvements; and whereas, by virtue of sundry agreements, assignments, and conveyances, the said several patent rights became united, and the right to use the same, and to vend to others to be used, the same, and the plank or other material to be prepared thereby to be vended and used in the States of South Carolina and Georgia, and the two Floridas, together with the right to all improvements in the machinery, alterations, and renewals of the said patents, became vested in Daniel H. Toogood, Daniel Halstead, William Tyack, and William H. Culver. And whereas the said Daniel H. Toogood, by certain powers of attorney, was constituted the attorney in fact of said Daniel Halstead, William Tyack, and William H. Culver, with full powers to assign and transfer all or any part of the patent rights aforesaid, as by reference to said agreements, assignments, powers of attorney, &c., recorded in the Patent office at the city of Washington, may appear

And whereas the said Daniel H. Toogood, for himself and as attorney for the said Daniel Halstead, William Tyack, and William H. Culver, made two deeds, both dated the sixth of October, one thousand

eight hundred and thirty-one, by one whereof he conveyed and assigned unto Mark Richards, John Hemphill, and John A. Inslee, an undivided moiety or half part of all his and their right, title, and interest in and to the aforesaid patents in and for the said States of South Carolina and Georgia, and the two Floridas; and by the other thereof he conveyed and assigned, unto the said Richard G. Howland and Zachariah Woollen, the other undivided moiety or half part of all his and their right, title, and interest in and to the aforesaid patents in and for the said States of South Carolina and Georgia, and the two Floridas, as by reference to said deeds, recorded in the Patent office in the 4th vol of Transfers of Patent rights, pages 117, 118, 119, 123, 124, 125, 126, may appear.

And whereas the said Mark Richards, John Hemphill, and John A. Inslee, by deed dated the fifteenth day of March, one thousand eight hundred and thirty-two, recorded in the Patent office in the 4th vol. of Transfers of Patent rights, pages 201, 202, 203, conveyed and assigned unto the said John L. Newbold and William L. Newbold, all their right, title, and interest in and to the aforesaid patents in and for the said States of South Carolina and Georgia, and the two Floridas, as by reference to said deed may appear.

Now know ye, that for and in consideration of the sum of fifteen hundred dollars, lawful money, to the said John L. Newbold, William L. Newbold, Richard Howland, and Zachariah Woollen, in hand paid, by Joseph Forsyth, of Pensacola, Florida, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woollen, have bargained, sold, conveyed, assigned, and transferred, and by these presents do bargain, sell, convey, assign, and transfer, unto the said Joseph Forsyth, his executors, administrators, and assigns, all the right, title, interest, and claim of them, the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woollen, and of each of them, in and to the aforesaid patents, and the rights acquired under them, and the full and exclusive right to use, and vend to others to be used, the improvements aforesaid and planing machines of the improved plan, as described in the specifications accompanying the patents aforesaid, within the county of Escambia, in the Territory of Florida. To have and to hold the said right, title, interest, and claim, and exclusive right, and all the benefit, profit, and advantages of the said patent rights, and of all improvements, alterations, and renewals of said patents, within and for said county of Escambia aforesaid, unto the said Joseph Forsyth, his executors, administrators, and assigns, to his and their own proper use and behalf; the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woollen, hereby giving and granting to the said Joseph Forsyth, his executors, administrators, and assigns, full power to institute and prosecute to judgment and execution any suit or suits that may be deemed advisable against any person or persons whomsoever for any infringements of the rights hereby assigned, or any of them; the said

Joseph Forsyth to prosecute such suits at his own cost and charges, and the avails of such suits to receive to and for his own use.

In witness whereof the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woollen, have hereunto set their hands and seals on this first day of June, in the year of our Lord one thousand eight hundred and forty-six.

Sealed and delivered, in presence of—

ROWLAND G. HAZARD,
DANIEL TROTTER, by

JOHN L. NEWBOLD, [SEAL.]
WM. L. NEWBOLD, [SEAL.]
R. G. ROWLAND, [SEAL.]
Z. WOOLLEN. [SEAL.]

In presence of us, by Zacharia Woollen:
JA. B. LATIMER,
W. W. LATIMER.

In presence of us, by Richard G. Howland:
WILLIAM B. HERIOT,
R. HERIOT.

In presence of us, by R. C. Rowland.

STATE OF PENNSYLVANIA,
City of Philadelphia, sct:

Be it remembered, that on this first day of June, in the year of our Lord one thousand eight hundred and thirty-six, before me, the subscriber, Francis J. Troubat, notary public by letters patent under the great seal of the State of Pennsylvania, commissioned and duly qualified, residing in the said city of Philadelphia, personally appeared John L. Newbold and William L. Newbold, and acknowledged the foregoing assignment, or instrument of writing, to be their act and deed.

In testimony whereof I have hereunto subscribed my name, and affixed my notarial seal, the day and year aforesaid.

[SEAL.] FRD. J. TROUBAT, *Not. Pub.*

STATE OF MARYLAND,
City of Baltimore, sct:

Be it remembered, that on this eleventh day of June, in the year of our Lord one thousand eight hundred and thirty-six, before me, the subscriber, James B. Latimer, notary public by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, State aforesaid, personally appeared Zachariah Woollen, and acknowledged the foregoing assignment to be his act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my seal notarial, the day and year first aforesaid.

[SEAL.] JA. B. LATIMER, *Notary Public.*

STATE OF SOUTH CAROLINA,
City of Charleston:

Be it known, that on this twenty-first day of June, anno domini one thousand eight hundred and thirty-six, before me, R. Heriot, a notary

public duly commissioned and sworn, under the authority of the said State, personally came and appeared Richard G. Howland, and acknowledged the foregoing assignment to be his act and deed, for the purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my name, and affixed my [SEAL.] seal of office, at Charleston aforesaid, on the day and year above written. R. HERIOT, *Not. Pub.*

Exhibit B.

The United States Patent office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this nineteenth day of October, in the year of our [SEAL.] Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

EDMUND BURKE.

Know all men by these presents, that William Woodworth, now of the city of New York, the patentee of an improved method of planing, tonguing, grooving, &c., &c., plank, boards, &c., by letters patent from the United States, dated December 29th, 1828, and James Strong, of the city of Hudson, in the State of New York, the assignee of one equal half of the rights and interests secured by the aforesaid letters patent, of the one part; and Uri Emmons, of the city of New York, the patentee of an improvement in the mode of planing floor plank, and grooving, tonguing, and straightening the edges of the same, &c., by letters patent from the United States, dated April 25th, 1829, and Daniel H. Toogood, Daniel Halstead, and William Tyack, of the city of New York, the assignees by deed, dated 16th May, 1829, of all the rights and interests secured by the last aforesaid patent to said Emmons, of the other part, in consideration of the following covenants and agreements, do hereby covenant and agree as follows: First, that said Woodworth and Strong, and their assigns, have and hereby do assign to the said Twogood, Halstead, and Tyack, and their assigns, all their right and interest in the aforesaid patent to William Woodworth, to be sold and used, and the plank, or other materials, prepared thereby, to be vended and used in the following places, namely: In the city and county of Albany, in the State of New York; in the State of Maryland, (except the western part thereof which lies west of the "Blue Ridge";) in Tennessee, Mississippi, Alabama, South Carolina, Georgia, the Floridas, Louisiana, Missouri, and the territory west of the river Mississippi; and not in any other State or place within the limits of the United States, or the territories thereof.

To have and to hold the rights and privileges, hereby granted to them, and their assigns, for and during the term of fourteen years from the date of the patent; and they are also authorized to prosecute, at their

own costs and charges, any violation of the said patent, in the same manner as the patentee, Woodworth, might lawfully do.

Secondly. The said Emmons, Twogood, Halstead, and Tyack, in consideration aforesaid, have and hereby do covenant and agree, to assign, and do assign, for themselves and assigns, to the said Woodworth and Strong, and their assigns, all their right and interest in the aforesaid patent, granted to the said Uri Emmons, to be sold and used, and the plank and other material prepared thereby to be vended and used, in all and singular the rest and residue of the United States, and the territories thereof; that is to say, in all places other than in those especially assigned to the said Twogood, Halstead, and Tyack, as aforesaid.

To have and to hold the said rights and privileges, hereby granted to them and their assigns, for and during the term of fourteen years from the date of the said letters patent to the said Uri Emmons; and they are also authorized to prosecute, at their own costs and charges, any violation of said patent, in the same manner as the patentee, Uri Emmons, might lawfully do.

Thirdly. And the two parties further agree, that any improvement in the machinery, or alteration, or renewal of either patent, such improvement, alteration, or renewal, shall accrue to the benefit of the respective parties in interest, and may be applied and used within their respective districts, as hereinbefore designated.

Witness our hands and seals, at the city of New York, the 28th of November, 1829.

WILLIAM WOODWORTH, [SEAL.]
JAMES STRONG, [SEAL.]
WILLIAM TYACK, [SEAL.]
D. H. TWOGOOD, [SEAL.]
DANIEL HALSTEAD, [SEAL.]
URI EMMONS. [SEAL.]

Sealed and delivered in presence of—
THOMAS AP. THOMAS,
Witness to the signing of Tyack, Twogood, Halstead, and Emmons.

And, on the same day, the following answer of E. E. Simpson, to the bill and amended bill of complaint, was filed.

In chancery.

To the honorable the judges of the circuit court, for the fifth judicial circuit, for the district of Louisiana.

The answer of E. E. Simpson to the bill of complaint, and the several amendments thereto, of James Wilson, now pending in said court, sheweth: That this respondent is a citizen of the State of Florida, and was so at the institution of this suit, and he believes James Wilson, the complainant, to be a citizen of the State of New York, and that he was when he commenced this suit.

This respondent says that, before the year 1836, he was a co-partner of Joseph Forsyth, his co-defendant in this suit, in the making of planks

and other lumber, in the county of Escambia, State of Florida, and has so continued; and that the purchase made by the said Joseph Forsyth, as by him set forth in his answer to the bill, and amendments thereto, of the said James Wilson, which answer has been read by this respondent, of the rights in the patented invention of the said Woodworth and the said Emmons, enured to the benefit of this respondent, a co-partner aforesaid; and he relies upon all the matters and things set forth in the said answer of said Forsyth, and prays the same may be taken and considered as a part of this respondent's answer; and, for further answer, this respondent says, that he has in nowise infringed any right of the plaintiff in the premises. He denies all unlawful combination, and prays to be hence dismissed with his costs.

E. E. SIMPSON.

E. E. Simpson, the above named respondent, being duly sworn, says, that all the facts set forth in the foregoing answer, as of his own knowledge, are true, and those set forth as derived from others, he believes to be true.

E. E. SIMPSON.

Sworn and subscribed before me, the 2nd day of February, A. D. 1847.

C. EVANS,
Judge of probates, E. C.

STATE OF FLORIDA, *Escambia county:*

I, Charles Evans, sole judge of probates in and for the county of Escambia, in said State, (the same being a court of record,) do hereby certify, that the above named Ezekiel E. Simpson made oath as above, before me.

In witness whereof I have hereunto set my hand, and the seal of our court, (there being no clerk attached to this court by law,) at the court-house, the 2nd day of February, A. D. 1847. [SEAL.]

C. EVANS,
Judge of probates, E. C.

And afterwards, to wit, on the 10th February, 1847, the following entries were made of record at the rules:

JAMES G. WILSON vs. A. P. SIMPSON et al. } 1225.

On motion of Jno. Henderson, esq., solicitor for the complainant, and on showing the clerk of this court that the defendants, Andrew P. Simpson and Bagdad Mills, have failed to plead, answer, or demur, to the amended bill herein filed, on the 25th day of May, 1846, by said complainant, it is ordered that the allegations of said amended bill be, and the same is hereby, confessed as to said defendants, Andrew P. Simpson and Bagdad Mills.

JAMES G. WILSON
vs.
A. P. SIMPSON & al. } 1225.

Appeared this day, in the clerk's office of said court, Jno. Henderson, esq., the solicitor of said complainant, and filed the replication of said complainant to the answer of respondents, Joseph Forsyth and E. E. Simpson, to the amended bill of said complainant; and, on motion of said solicitor, it is ordered that the cause be set for hearing to all the parties in this cause, and commissions opened under the rules.

And on the 10th February, 1847, the following replication was filed:

In circuit court of U. S. for the district of Louisiana, 10 Feb'y, 1847.

JAMES G. WILSON
vs.
FORSYTH and others.

And the complainant, Wilson, for replication to the several answers of Joseph Forsyth and E. E. Simpson, to the amended bill filed in this cause, saith, that he, said complainant, doth affirm the charges and averments of his original and amended bills, and that he, complainant, will maintain and prove the same, and protests that the original answers and amended answers thereto filed are not true and sufficient to preclude the complainant from recovery and decree as sought in the promises; wherefore he prays, as heretofore, &c.

JOHN HENDERSON,
Sol. for complainant.

And afterwards, on the 17th March, 1847, the following was entered of record on the minutes:

JAMES G. WILSON
vs.
A. P. SIMPSON & al. } 1225.

On motion of John Henderson, esq., solicitor for complainant herein, it is ordered, that F. N. Haralson be, and he is hereby, appointed a commissioner in this cause to take the deposition of Daniel Rotherty, a witness for the complainant in this cause, on interrogatories filed, and that a commission issue to said commissioner for that purpose.

And afterwards, on the 26th April, 1847, the following was entered on the chancery rule docket:

JAMES G. WILSON
vs.
A. P. SIMPSON & al. } 1225.

On motion of Jno. Henderson, esq., solicitor for complainant herein, it is ordered, that this cause be, and the same is hereby, set down for final hearing on the complainant's bill, amended bill, the answers of defendants, exhibits, proofs, and depositions taken in this cause.

And on the 28th April, 1847, the following agreement was filed:

In circuit court U. S., for district of Louisiana, April 24, 1847.

JAMES G. WILSON
vs. } 1225.
FORSYTH, SIMPSON, & al.

We agree that all the depositions taken and filed in this case may be opened by the clerk, in the office, at the request of the counsel on either side, as if publication was formally made by order of court.

JOHN HENDERSON, *Sol. for compl't.*
M. W. HOFFMAN, *Sol. for def'ts.*

Admission filed by defendants on the hearing, this 4th May, A. D. 1847.

U. S. circuit court.

JAMES G. WILSON
vs. } 1225.
A. P. SIMPSON & al.

The existence and authority of the powers of attorney from William H. Culver, assignee of William Tyack, dated 28th December, 1829, in favor of said Tyack, and the power of attorney from the said William Tyack, dated the 16th day of October, 1830, in favor of Daniel Halstead and Daniel H. Twogood, and the power of attorney from Daniel Halstead and William H. Culver, by William Tyack, his attorney, dated the 1st October, 1831, in favor of said Daniel H. Twogood, which are referred to in the conveyance from Daniel H. Twogood, for himself, and as the attorney in fact of the said William H. Culver, Daniel Halstead, and William Tyack, to Mark Richards, John Hemphill, and John A. Inslee, dated the 6th October, 1831, is admitted, and the production of said powers dispensed with.

May 3d, 1847.

JOHN HENDERSON,
Sol. for complainant.

And afterwards, to wit, on the 4th day of May, A. D. 1847, the following deposition, taken on behalf of the complainant, was read in evidence on the hearing of this cause:

Circuit court of the United States, for the eastern district of Louisiana:

JAMES G. WILSON
vs. } In equity.
ANDREW P. SIMPSON & Joseph Forsyth et al.

SOUTHERN DISTRICT OF NEW YORK,
City and county of New York, ss:

George G. Sickles, of said city, being duly sworn, doth depose and say, that he verily believes the testimony of Reid R. Throckmorton, machinist, and Peter R. Roach, engineer, of the city of New York, and Samuel Johnson and Henry R. Wilson, machinists, of the city of Brooklyn, and Samuel B. Schenck, of Foxboro', in the State of Massa-

chusetts, and of each of them, is material and necessary for the complainant in the prosecuting of the above entitled cause; that the said witnesses, severally, live in the places heretofore named, and more than one hundred miles from the city of New Orleans, in the State of Louisiana, where the court at which this deponent expects the said cause will be tried is appointed by law to be held. And this deponent further says, that, as he is informed and verily believes, the above named defendants, Andrew P. Simpson and Joseph Forsyth, severally, reside at Pensacola, in the State of Florida, more than one hundred miles distant from the City Hall of the city of New York, where the examination of said witnesses is expected to be taken; and that he is informed and believes, that the attorney of said defendants resides at the city of New Orleans, in the State of Louisiana, and more than one hundred miles from the city of New York.

GEORGE G. SICKLES.

Sworn before me, this 13th day of March, 1847.

D. P. INGRAHAM,
N. York com. pleas.

Circuit court of the United States, for the eastern district of Louisiana:

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, and
Joseph Forsyth, et al.

Let Reid R. Throckmorton, Samuel Johnson, Henry R. Wilson, and Samuel B. Schenck, named in the within affidavit, be examined de bene esse, before me accordingly, at my chambers, in the City Hall of the city and county of New York, on the 15th day of March, one thousand eight hundred and forty-seven, at 12 o'clock of that day.

CHAS. V. DALY.
Associate judge of N. Y. com. pleas.

Be it remembered, that on the 12th day of March, in the year one thousand eight hundred and forty-seven, at the city of New York, in the county of New York, application was made to me, Charles P. Daly, one of the judges of the court of common pleas of the city and county of New York, at my chambers, in the City Hall of said city, upon the affidavit of George G. Sickles, stating that he verily believed the testimony of Reid R. Throckmorton, machinist, Peter R. Roach, engineer, of the city of New York; and Samuel Johnson, machinist, and Henry R. Wilson, of the city of Brooklyn, in the county of , and Samuel B. Schenck, of Foxboro, in the State of Massachusetts, and of each of them, is material and necessary to the complainant in a certain cause pending in the circuit court of the United States, for the eastern district of Louisiana, wherein James G. Wilson is complainant, and Andrew P. Simpson and Joseph Forsyth are defendants. And it further appeared by the said affidavit, that the defendants and their attorney reside in the eastern district of Louisiana, to wit, the said Andrew P. Simpson and Joseph Forsyth, at Pensacola, in the State of Florida,

and the said attorney, whose name is unknown to this deponent, but who, he has been informed and verily believes, resides at New Orleans in the State of Louisiana, and more than one hundred miles from the city of New York, where the examination of said witnesses is expected to take place; and also that the places aforesaid, where the said witnesses reside, are more than one hundred miles from the city of New Orleans, where the court at which the deponent expects the said causes will be tried is appointed by law to be held. And that I was requested that the said persons might be examined, according to the directions and provisions of the act of Congress in such cases made and provided.

Whereupon, I ordered that the said Reid R. Throckmorton, Peter R. Roach, Samuel Johnson, Henry R. Wilson, and Samuel B. Schenck, should be examined, de bene esse, before me, at my chambers, in the City Hall of the city of New York, on the 15th day of March, one thousand eight hundred and forty-seven, at 12 o'clock, M, of that day, at which time and place I proceeded with said examination—and I thereafter adjourned the said examination to the 16th day of March, 1847, at 12 o'clock at noon of said day; and that on said 16th day of March, 1847, and at the same time and place, I again proceeded with said examination—and thereafter adjourned the same to the seventeenth day of March, 1847, at 12 o'clock at noon of said day; and at said time further adjourned the said examination to the 19th of March, 1847, at 12 o'clock at noon of said day, at which time I concluded the said examination.

CHAS. P. DALY,
Associate judge of New York com. pleas.

New York, March 20th, 1847.

And the said Henry R. Wilson, of the city and county of New York, being carefully examined, and cautioned, and duly sworn to testify the whole truth and nothing but the truth, says, that he is a machinist by profession; that he has known the planing machine of William Woodworth, patented 27th December, 1828, since the year 1837; that in that year he commenced the practical operation, personally, of one of said machines, and has conducted a mill at New York city, at Newark, N. J., and two at Brooklyn, in the county of Kings. And this deponent further says, that the Woodworth claim was for a combination of side cutters, and surface knives, in combination with pressure rollers, to keep the material to be operated upon in its place, while going through the operation of dressing. And this deponent further says, that a set of knives for surface work will do good work for from sixty days to three months upon the ordinary kinds of stuff dressed in a mill, consisting of white pine planks and boards, spruce plank, ash plank, yellow pine plank, white wood, and cypress stuff. And this deponent further says, that the claim of William Woodworth is for a combination of knives for surface planing, and side cutters for dressing the edges, and tongueing and grooving a plank or board in connection with pressure rollers.

And this deponent further says, that one of Woodworth's planing machines, substantially built, cannot be operated for a period greater than

three months, without making the thing patented anew, that is, the surface knives for planing, and the side cutters, and which form an essential part of the thing patented, and without which the combination claimed could not exist. HENRY R. WILSON.

And I do hereby certify, that the preceding deposition was reduced to writing by the said Henry R. Wilson, and signed by him in my presence, and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event of the same.

CHARLES P. DALY,
Associate judge of New York common pleas.

And the said Samuel Johnson, of the city of Brooklyn, State of New York, being carefully sworn to testify the whole truth and nothing but the truth, says, that he is by profession a machinist, and for the last fifteen years has been engaged in manufacturing and working on machines; during which time he erected a number of Woodworth's machines for planing, and tongueing, and grooving plank and boards; that the last four years he has been engaged in superintending and working said planing machines; and since the month of August, 1845, as the principal superintendent and operator at the mill, known as South Ferry Planing mill, in the city of Brooklyn; that at said planing mill there are three of Woodworth's planing machines, patented 27th December, 1828, two of which are kept in constant operation during working hours, that is, for ten hours each day, and occasionally for a greater length of time; and this deponent further says, that the material part of said Woodworth's patent is the knives and side cutters used in combination with the pressure roller, for planing, and tongueing, and grooving plank and boards; that since he has been the principal superintendent and operator at said South Ferry Planing mill in Brooklyn, there has been purchased and used in said machines, (there not being at any time more than two machines in operation,) twelve set of knives, for planing the surface of boards and plank, or either; that a set of knives consist of three pieces for planing the surface of boards and planks, and that the length of time which a set of knives will answer for use, depends upon the kind of stuff to be planed, and the situation of the surface, that is, stuff that contains dead knots or gritty matter, will require the knives to be ground more frequently than stuff which is more clear of dead knots or gritty matter; that a set of knives for planing the surface of plank or boards, will last with ordinary care, and for use upon the general average of stuff, about three months, but not to exceed that time, and execute the work upon the surface of the plank in a merchantable manner; and this deponent further says, the side cutters for tongueing the edge of a plank or board consists of from six to nine pieces, attached to the periphery of *of* a plate, and are much smaller, and more fragile than the surface knives aforesaid; that said side cutters require to be renewed oftener than surface knives, where the said side cutters are made of the ordinary length of three inches each apiece, and the side cutters for making the groove consists also of from six to nine pieces, secured in a similar manner as are the cutters for making the

tongue; and that sets of said several side cutters will not last longer than sixty days without being renewed, and generally will not last so long; but that sixty days may be considered the utmost limit in the ordinary stuff which passes through a mill to be planed, and tongued, and grooved.

And this deponent further says, that a planing machine, erected in the best manner, according to the combination claimed in Woodworth's patent, and on which his claim for a patent rests, cannot be run or operated for a period longer than three months without making the thing patented anew, to wit, the knives for planing the surface, and side cutters for making the groove and tongue, of the boards or plank operated upon, which are essential to make the thing patented, and without these the combination will not exist. SAMUEL JOHNSON.

And I do further certify, that the preceding deposition was reduced to writing by the said Samuel Johnson, and signed by him in my presence, and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event of the same.

CHAS. P. DALY,
Associate judge of N. Y. com. pleas.

And the said Reid R. Throckmorton, of New York, being carefully examined, and cautioned, and duly sworn, to testify the whole truth, and nothing but the truth, says: That he is by profession a mechanical engineer; that he has been connected with the erection and operation of machinery for upwards of twenty years last past. That he is acquainted with the machine known as the Woodworth planing machine, patented 27th December, 1828. That he has known said machine for the last fifteen years; that, during a part of said period, he has been engaged in constructing planing mills under the Woodworth patent; and that, at the present time, he is the superintendent of the New York planing mill owned by William Van Hook, esq., who carries on the planing business at the foot of Bank street, in the city of New York. That, during a part of said period, he has been personally engaged in erecting Woodworth's patent planing machines, and a part of the time personally engaged in operating said machine, in the city of New York and Brooklyn. That the material parts of said Woodworth's patent planing machine consist of the knives used for planing the surface, and the side cutters for tongueing and grooving a plank or board, in combination with pressure rollers; that a set of knives, for surface work, will do good work for sixty days; and deponent has known a set of knives to last for three months, and do good work; but three months is more than the average time that a set of knives will last, and be capable of doing work. That side cutters, for tongueing and grooving the edges of a plank or board at the present time, are frequently made six inches in length, instead of three inches, which was formerly the usual length. That the short cutters will not last as long as the surface knives. That sixty days would be an outside time for using said side cutters, without renewing them, on the ordinary materials which are planed in a mill, to wit, white and yellow pine plank.

And this deponent further says, that the combination claimed by Woodworth's patent, and on which his claim to a patent rests, consists of the knives for planing the surface, the side cutters for tongueing and grooving, in combination with the pressure rollers. And that a planing machine, erected in the most substantial manner, cannot be run or operated for a period longer than three months without making the thing patented anew, to wit, the knives for planing the surface, and the side cutters for making the tongue and groove, of the plank or board operated upon, and which are essential to make the thing patented; and without them the combination claimed cannot exist.

REID R. THROCKMORTON.

And I do further certify, that the preceding deposition was reduced to writing by the said Samuel Johnson, and signed by him in my presence, and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event of the same.

CHAS. P. DALY,
Associate judge of N. Y. com. pleas.

And the said Peter R. Roach, of the city and county of New York, being carefully sworn to testify the whole truth, and nothing but the truth, says, that he is the agent for William Van Hook's planing mill, at the foot of Bank street, in said city and county of New York. That he has been such agent for six years last past; that the machines in use in said establishment are the machines patented by William Woodworth on the 27th December, 1828. That, at said establishment, there are seven machines in operation at this time; and that there has not been less than four machines in operation since this deponent has acted as agent aforesaid. That, during the period in which this deponent has acted as said agent, the whole business of said establishment has been under the control and management of this deponent.

And this deponent further says, that each planing machine in said Van Hook's establishment is furnished with two sets of planing knives and side cutters—the planing knives for dressing the surface of the material to be planed, and the side cutters to form a tongue or groove; that a set of knives or cutters on one of said machines, running ten hours a day, will not last longer than two months, and frequently not so long; that a material part of the patent of said Woodworth is the knives for planing the surface of the material, and the side cutters, in combination with pressure rollers; that a machine in said mill of said Van Hook cannot be operated longer than two months, upon a general average, without making the thing patented anew—that is, planing knives and side cutters, each of which are essential to make the thing patented, and without them the combination will not exist.

PETER R. ROACH.

And I do further certify, that the preceding deposition was reduced by the said Samuel Johnson, and signed by him in my presence, and that I am not of counsel or attorney for either of the parties to said suit, nor am I interested in the event of the same.

CHAS. P. DALY,
Associate Judge of N. Y. Com. Pleas.

And the said Samuel B. Schenck, of Foxborough, in the State of Massachusetts, being carefully examined, and cautioned, and duly sworn to testify the whole truth, and nothing but the truth, says, that he is by profession a machinist, carrying on business in the town of Mansfield, in said State of Massachusetts; that, on or about the year 1830, this deponent commenced the manufacture of machines for planing, invented by William Woodworth and patented on the 27th day of December, 1828, and that he has continued to manufacture said machines extensively from the said year 1830 up to the present time, and is the principal builder of said machines in the United States. And this deponent further says, that he is acquainted with James G. Wilson, the complainant in a suit in equity in the circuit court of the United States for the eastern district of Louisiana, and also with Joseph Forsyth and his partner in trade, Mr. Simpson, defendants in said suit; that this deponent has known said Simpson three years and upwards, and also has known defendant, Forsyth, since the year 1835, and that he has done work in the line of his profession for said defendants since the year 1835. And this deponent further says, that on or about the 29th day of March, 1843, deponent forwarded to defendants, at their request, a fourteen-inch facing cutter—that is, a cylinder to which knives can be attached to plain the surface of a board or plank; also a pair of three-prong side cutters—that is, he side cutters to attach to a planing machine, to dress the edge and to tongue and groove, or either, a board or plank; a set, consisting of three eight-inch knives, for planing the surface of a plank or board, and to be used in said Woodworth's planing machine. And this deponent further says, that on or about the 13th day of February, 1844, he forwarded to said defendants a fourteen-inch planing, tonguing, and grooving machine, of said Woodworth's patent, at the request of said defendants; and at the same time he also forwarded a self-adjusting guide motion, so called, because it [is] used to assist in guiding the plank or board through the machine. And this deponent further says, that on the 13th of May, 1846, he also forwarded to said defendants, and at their request, a pair of three-prong side cutters and two steel side cutter shafts, to be used in said Woodworth's planing machine for dressing the edge, and tonguing and grooving a plank or board, or either. And this deponent further says, that each and every of said articles forwarded by him to said defendants, and at their request, are essential parts of the Woodworth planing machine, patented as aforesaid. And this deponent further says, that, at the request of said defendants, he forwarded the fourteen-inch cutter, the set of three-prong side cutters, and the set of 8-inch planing knives, heretofore mentioned, to the agent of said defendants, Mr. George B. Holmes, of Providence, Rhode Island, who paid the bill presented by this deponent. And this deponent further says, that, subsequent to the shipment of the heretofore mentioned fourteen-inch planing machine, ordered by said defendants, he received a letter addressed by them to him, stating in substance that they, the said defendants, had received the said machine forwarded on or about the said 13th day of February, 1844.

SAM. B. SCHENCK.

And I do further certify, that the preceding deposition was reduced to writing by the said Samuel B. Schenck, and signed by him in my presence; and that I am not of counsel or attorney for either of the parties to said suit, nor am I interested in the event of the same.

CHAS. P. DALY,
Associate Judge of N. Y. Com. Pleas.

Circuit court of the United States, for the eastern district of Louisiana.

JAMES G. WILSON
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH, et al.

1847,	Retainer and counsel - - - -	$8 00
Mar. 20.	Drawing subpœna, fol. 3, 84 c. - -	84
	Engrossing, 42, and seal 8 c. - - -	50
	Dr. subpœna ticket, fol. 2, 56; copy, 28 -	84
	Service subp. 5 witnesses, 62½ c. - -	62½
	5 witnesses' attendance, 2 days, 4 - -	5 00
	Travelling fee of Samuel B. Schenck, from line of State, 120 miles, 8 c. - - -	9 60
	Dr. Affidavit of George Sickles, esq., 5 fol., 28 $1.40; copy 70 c., paid judge 12½ - -	2 22½
	Attendance before judge - - -	1 00
	Dr. inst. to examine witnesses, 2 fol. 28 c. -	56
	Copy of do., 28 c. - - -	28
	Dr. instructions to examine 5 witnesses, 10½; copy, 5½ - - - - -	1 87½
	Attendance judge, $1.00; judge's fee, 50 c. -	1 50
	Dr. certif. judge, 6 fol., 28, $1.68; copy, 84 -	2 52
	Counsel attending, 4, adjourned to each, $1 -	4 00
	Dr. deposition H. R. Wilson, 4 fol., 28 - -	1 12
	For copy, 56; jurat, fol., 28; copy, 14 - -	98
	Dr. deposition Samuel Johnson, 8 fol., 28 -	2 24
	Copy of do., $1 12½; jurat, 1 fol., 28; copy, 14	1 64
	Dr. affidavit, Reed R. Throckmorton, 5 fol., 28	1 40
	Copy, 70 c.; jurat, 1 fol., 28; copy, 14 - -	1 22
	Dr. affidavit Peter R. Roach, 3 fol., 28 - -	84
	Copy, 42 c.; jurat, 1 fol., 28; copy, 14 - -	84
	Dr. affidavit of Samuel B. Schenck, 7 fol., 28 c., $1.96; copy, 98 c.; jurat, 1 fol., 28; copy, 14 c. - - - - - -	3 36
	Dr. bill costs, $1; copy, 4*s.*; taxation, 8*s.* -	2 50
	Sol'r attending taxation, 8*s.*, approval, ½ -	1 12½
		$56 62½

Taxed at 56.62 dolls.
March 23, 1847.

CHAS. P. DALY,
Associate Judge of N. Y. Com. Pleas.

And afterwards, to wit, on the 4th day of May, A. D. 1847, the following deposition, taken on behalf of the complainant, was read in evidence on the hearing of this cause:

Be it remembered, that, on this 18th day of March, 1847, personally appeared before me, William Parmalee, mayor of the city of Albany, in the State of New York, Ira Harris and John Gibson, witnesses in a cause pending in the circuit court of the United States for the eastern district of Louisiana, wherein James G. Wilson is plaintiff, and Andrew P. Simpson and George Forsyth are defendants, on behalf of the plaintiffs; and the said Ira Harris and John Gibson, having been by me first carefully examined, and cautioned, and duly sworn to testify the whole truth, and nothing but the truth, severally say, and each for himself says, that the deponents reside in the said city of Albany; that they called on Uri Emmons, in the city of New York, several years since, and shortly previous to his death, for the purpose of obtaining information in relation to an invention of a planing machine, said to have been invented by him while residing at Syracuse. That the said Uri Emmons then informed these deponents that, in the year 1824, being engaged in the erection of salt vats at Syracuse, he had contrived a machine by which the plank used for salt vats could be joined by means of knives upon a revolving cylinder; that he went so far as to satisfy himself that boards and plank might be joined in that way, but the machine was never so far completed as to perform work with it; that he left Syracuse in July, 1824, and thought no more of the subject until after William Woodworth had obtained his patent, when he was employed by William H. Toogood, William Tyack, and Daniel Halstead, to take means to defeat the patent of said Woodworth. That said Emmons did not pretend, in the said conversation, that he had ever invented or contrived any new method of tonguing and grooving boards and plank, or planing, tonguing, and grooving, at one operation; but the sole object of his contrivance at Syracuse was to joint plank as aforesaid. And the said John Gibson further says, that at the time he had his conversation with the said Uri Emmons, as before set forth, he had no interest whatever in defeating or setting aside, either the said Emmons or the said Woodworth's patent, as he held under both; but his purpose was to see under which he might most safely hold; and, after having a full conversation with him, the said Emmons, deponent became satisfied that he could not rely upon his patent, and the said Emmons did not advise him to do so. This deponent, therefore, did forthwith relinquish and abandon all claim under the said Emmons's patent, by disclaimer duly executed and lodged in the Patent office.

IRA HARRIS,
JOHN GIBSON.

And I do further certify, that the said deposition was reduced to writing by the said Ira Harris, one of said deponents, in my presence, and was signed by said deponents severally; and that I am not counsel or attorney for either of the parties to said suit, or in any way interested in the event thereof.

WM. PARMELEE,
Mayor of the city of Albany.

And afterwards, to wit, on the 4th day of May, A. D. 1847, the following deposition, taken on behalf of the complainant, was read in evidence on the hearing of this cause:

UNITED STATES OF AMERICA,
Northern district of New York, ss:

Be it remembered, that on this twenty-fifth day of March, in the year eighteen hundred and forty-seven, I, Daniel Pratt, first judge of the county courts in and for the county of Onondaga, in said district, and ex officio commissioner to take affidavits and acknowledgments of bail in civil causes depending in the courts of the United States in the northern district of New York, under and by virtue of the acts of Congress in such cases made and provided, did cause to be and personally appear before me, at my office in Syracuse, in said county of Onondaga, in said northern district of New York, in the State aforesaid, Henry Young and Henry Gifford, both of said village of Syracuse, to testify, and the truth to say, on the part and behalf of the complainant, in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States for the eastern district of Louisiana, wherein James G. Wilson is complainant, and Andrew P. Simpson, Joseph Forsyth, and others, are defendants; and the said Henry Young, being about the age of fifty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Henry Young, and he did thereupon depose and testify, and say, as follows, viz: That deponent resides in Syracuse, in said county of Onondaga; that he was acquainted, in the years 1823 and 1824, with Uri Emmons, a young man then residing in said village of Syracuse, and was also acquainted with the machine which said Emmons invented while there, and attempted to put in use; that said machine was made to joint boards and plank, which were then wanted for vats in the manufacture of salt; that said machine had a rotary cylinder, armed with knives, which was fixed to a frame, upon which he moved the plank or board to the cylinder while in motion, with the design of thereby smoothing and jointing the edges of some half a dozen boards or plank at the same time; but in this Emmons did not succeed. After spending considerable time and money, the said Emmons abandoned his machine as useless for any such purpose as that for which it was built; that said Emmons never planed or attempted to plane a board or plank to my knowledge; nor did he attempt to tongue or groove a board or plank to the knowledge or belief of the deponent; that deponent was so familiar with, and had such knowledge of the machine and its operations, and the experiments made with it, that he must have known of any such attempts or operations if they had taken place; there were no tools, nor parts of said machine, calculated for grooving or tonguing a board or plank; that deponent was a millwright by trade, and carried on a saw mill, which was situated some sixty rods from the place of said machine, and furnished all or nearly all the timber for building said

machine, and saw said machine daily during its erection, and the attempts to put it in operation.

H. YOUNG.

Taken, subscribed, and sworn before me, March 25, 1847.

DANIEL PRATT, *First Judge*.

And the said Henry Gifford, being about the age of forty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Henry Gifford, and he did thereupon depose, testify, and say, as follows, viz: That he resides in the village of Syracuse, in the county of Onondaga; that in years 1823 and 1824 he was well acquainted with a young man by the name of Uri Emmons, who then resided in Syracuse aforesaid; that he was then, as I should judge, about 20 or 21 years of age, and that he died in the city of New York about the year 1838, as deponent has been informed and believes, but of which he has no personal knowledge; that the said Uri Emmons, in the year 1823 and 1824, and particularly in the year 1824, undertook to contrive and build a machine for jointing boards or plank, which were then much wanted, for making salt vats, to hold water for manufacturing salt by solar evaporation; that deponent found the means, and assisted said Uri Emmons in erecting said machine; that such machine was composed of a wheel or cylinder two feet in diameter and about two feet long, on which he placed knives with a view of jointing the boards or plank, when moved to and brought in contact with the wheel; that a frame was made in which the wheel or cylinder was fixed, and on which rollers were placed, on which were the boards; the wheel was put in rapid motion, and the edges of the boards were made to pass over the same, and in this way they were intended to be straightened and smoothed; this was not effected to any useful extent. The said Emmons worked at this machine some time in the year eighteen hundred and twenty-four, and made many experiments upon it, and finally abandoned it as useless, and it was taken to pieces; that deponent was with said Emmons the whole time he was at work on said machine, and assisted him in making his experiments, until he became satisfied that his machine would not answer the purpose he designed it for, and he abandoned it; that he never was able to joint a board on it perfectly, or so that it would answer without further jointing. He never attempted to plane a board or plank in the machine, and I am sure he would not have succeeded if he had attempted it. He never had any tools or plan connected with said machine to groove or tongue a board or plank, nor did said Emmons make any such suggestion. That deponent has often seen Woodworth's planing machine in operation, and is well acquainted with it, and the one which has been for some years in operation in Syracuse, and deponent says that there is nothing in Woodworth's machine like Emmons', as he then built it, except that in Emmons' machine there was a wheel or cylinder, with cutters or jointers, and rollers on which to move the board or plank,

which were moved in the same direction with the revolution of the wheel or cylinder, and not in a direction contrary to the revolutions of the cylinder as in Woodworth's machine; that deponent has heretofore given several affidavits and depositions on different occasions, and at the request of different persons, and has once been examined in court, and had occasion to state something more fully than in the present affidavit.

HENRY GIFFORD.

Taken, subscribed, and sworn before me, March 25, 1847.

DANIEL PRATT, *First Judge.*

UNITED STATES OF AMERICA,
Northern district of New York, ss:

I, Daniel Pratt, first judge of the county courts, in and for the county of Onondaga, in the said northern district of New York, under and by virtue of the acts Congress in such case made and provided, do hereby certify, that the reason for taking the foregoing depositions is, and the fact is, the witnesses were material and necessary in the cause, in the caption of said depositions named, and that the said Henry Young and Henry Gifford reside in the village of Syracuse, in the State of New York, more than one hundred miles from the place of trial. I further certify, that no notification of the time and place of taking the said depositions was made out or served on the defendants, or their counsel, or agents, because I had no knowledge of said defendants, or either of them, or their counsel or agents, residing within one hundred miles of the place of taking said depositions. I further certify, that on the 25th day of March, 1847, I was attended by the said Henry Young and the said Henry Gifford, the witnesses, who are of sound mind and lawful age, and they were by me first carefully examined, and cautioned, and sworn, to testify the truth, the whole truth, and nothing but the truth, and the depositions were by me reduced to writing in the presence of the witnesses, and from their statements, and after carefully reading the same to them, the said witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession, for the purpose of depositing the same with my own hand in the post office, addressed to the honorable judges of the court for which the same were taken.

And I do further certify, that I am not of counsel or attorney for either of the parties in the said depositions and caption named, nor in any way interested in the event of the cause named in the said caption.

In witness whereof I have set my hand, this 25th day of March, 1847.

DANIEL PRATT,
First Judge of Onondaga county courts.

And afterwards, to wit, on the 4th day of May, A. D. 1847, the following deposition, taken under commission, on behalf of the complainant, was read in evidence on the hearing of this cause:

1431

In circuit court of the United States, for the district of Louisiana. In chancery, 1847.

JAMES G. WILSON
vs.
FORSYTHE and SIMPSON, et al.

Interrogatories propounded to Mr. Daniel Rotherty, a witness for complainant, resident in the city of New Orleans, whose answers, when obtained, are intended to be used in evidence at hearing of the above entitled suit:

Int. 1st. Are you or not a mechanic; and if so, of what trade?

2d. Have you ever resided in the territory of Florida; and if so, when and how long; do you know the situation of the saw mill and planing establishment belonging to Forsythe & Co., or to Joseph Forsythe; and as whose property it is known or called?

3d. Were you ever employed there, in and about said establishment, as a mechanic; and if so, when, and for how long?

4th. Do you know how many planing machines (commonly called Woodworth's planing machines,) there has been up and in use in said establishment, since the 27th day of December, 1842?

5th. Were any of said machines set up and put in operation, as new machines, since 27th December, 1842?

6th. How many machines were actually in use and operation, in said establishment, immediately previous, and up to the said date of 27 December, 1842?

7th. Has any machines, which were cast away as unfit for service, been repaired, and put again into operation since the 27th December, 1842?

8th. Has the said Forsythe, or Forsythe & Co., purchased and put in operation any planing machines since the 27th day of December, 1842? If so, how many, and of whom purchased?

9th. Do you know how long a time, as a fair average, the cutter knives used in said planing machines will last?

10th. Have you ever known the defendants, or persons in their employ, to refit and repair said planing machines, by putting in new cutter knives, since the 27th December, 1842? And if so, how many machines have been so repaired, and how often?

11th. Do you know, or have you heard from the defendants, where such new cutter knives, as may have been so used in repairing said machines, were procured?

12th. What quantity of dressed lumber did the defendants' establishment usually turn out by the day or week? And was said planing machines, and how many of them, usually in daily use, since the 27th December, 1842?

13th. Do you know where the defendants disposed of their dressed lumber? And was, and is not, this city of New Orleans the principal market for its sale?

14th. Do you know anything further material to the matters in issue

in this suit? If yea, state it fully and at large in answer to this interrogatory.

JOHN HENDERSON,
Sol. for complain't.

M. W. HOFFMAN, esq.

SIR: Take notice, that interrogatories have been filed in the clerk's office of the circuit court for the United States for the district of Louisiana, in the suit in chancery of Wilson vs. Forsythe & Co., to take the deposition of Daniel Rothery, of New Orleans, a witness for complainant. Commission will issue on Wednesday, 31st March, to take said deposition, before F. N. Haralson, commissioner, before which you can file cross interrogatories, if you think proper.

17th March, 1847. JOHN HENDERSON,
Sol. for compl't.

Cross interrogatories propounded on the part of the defendants.

Interrogatory 1st. If you say that any repairs have been made by said defendants, or either of them, to any of their planing machines, state the nature and extent of such repairs, and when made.

M. W. HOFFMAN,
Sol. for deft's.

Notice of taking out commission is waived, and consent is given to take the testimony at any time prior to the day fixed therefor.

March 26, 1847. M. W. HOFFMAN,
Sol. for deft's.

UNITED STATES OF AMERICA,
District of Louisiana:

Be it remembered, that on this 27th day of March, A. D. 1847, by virtue of a commission to me directed, from the honorable the circuit court of the United States in and for the fifth circuit and district of Louisiana, on said 27th day of March, A. D. 1847, to take the deposition of Daniel Rotherty, a witness for the complainant, in a certain cause now pending on the equity side of said court, wherein James G. Wilson is complainant, and A. P. Simpson and others are defendants, on the annexed and foregoing interrogatories and cross interrogatories, I caused the said Daniel Rotherty, a person of sound mind and lawful age, to come before me, at New Orleans, in said district, who, being by me first duly cautioned, sworn, and examined, the truth, the whole truth, and nothing but the truth, to answer to said interrogatories to him propounded, did depose and say in answer thereto:

Answer to interrogatory 1st. I am a mechanic, and a builder and mill-wright by trade.

Answer to interrogatory 2d. I have resided in the territory of Florida for about eight years, and am acquainted with the saw-mill and planing establishment belonging to Forsyth & Co., known as the property of Forsyth & Simpson.

Answer to interrogatory 3d. I was employed in and about said es-

1432.

tablishment as a mechanic between five or six years, from the year 1837 to 1846.

Answer to interrogatory 4th. There have been nine of Woodworth's planing machines put up in said establishment, and in use, since the 27th December, 1842, to my knowledge. One of Woodworth's planing machines was put up together in said establishment by me, but was never used while I was there, nor was said machine in a condition to be used when I left.

Answer to interrogatory 5th. None of said machines were set up and put in operation as new machines since 27th December, 1842.

Answer to interrogatory 6th. There were two machines in operation in said establishment immediately previous, and up to, the 27th December, 1842.

Answer to interrogatory 7th. No machines which were cast away as unfit for service have been repaired and put into operation since the 27th December, 1842.

Answer to interrogatory 8th. Neither Forsyth, nor Forsyth & Co., have purchased and put in operation any old planing machines since the 27th December, 1842.

Answer to interrogatory 9th. The cutter knives used in said planing machines in daily service will last about three months on an average, and be fit for use.

Answer to interrogatory 10th. I have known the defendants; and I, whilst in their employ, did refit and repair two of said planing machines, by putting in new cutter knives, since the 27th December, 1842. These new cutter knives were put in said machines about eight times during two years.

Answer to interrogatory 11th. These new cutter knives, so put in said machines as aforesaid, were procured from New York.

Ans. to int. 12th. Whilst in operation the defendants' establishment turned out, on an average, about ten thousand feet of dressed lumber for about seven months in the year; there were two of said planing machines alternately in daily use the 27th December, 1842.

Ans. to int. 13th. The defendants usually disposed of their dressed lumber in New Orleans; that place was their principal market for its sale.

Ans. to int. 14th. Deponent knows nothing further material to the matters in issue in this suit.

Ans. to cross int. 1st. These planing machines were constantly repaired by the defendants, but not materially, and it is necessary that they should be repaired daily in order to be fit for service; these repairs generally consisted in repairing the bands, the cutters, screws, bolts, &c., and they require the daily attention of a man whilst in operation. And further this deponent sayeth not. D. ROTHERY.

Sworn to and subscribed before me, at New Orleans, this 27th day of March, A. D. 1847.

F. N. HARALSON, [SEAL.]
Commissioner U. S.

DISTRICT OF LOUISIANA, *city of New Orleans:*

I, Francis N. Haralson, commissioner aforesaid, do hereby certify, that on said 27th day of March, A. D. 1847, I caused the said Daniel Rothery, a witness for the complainant in a certain cause now pending on the equity side of the circuit court of the United States for the circuit and district aforesaid, to come before me, at New Orleans; said witness being a person of sound mind and lawful age, and being by me first duly cautioned, and sworn, and examined, on the annexed and foregoing interrogatories and cross interrogatories to him propounded, I reduced the answers of said witness to writing in his presence, and, after having carefully read the same to said witness, he subscribed the same, as his deposition in said cause, in my presence. And I do further hereby certify, that the questions propounded to said witness, on his examination, were the annexed interrogatories and cross interrogatories, and his answers to said interrogatories constitute the foregoing deposition. And further hereby certify, that said deposition has been changed or altered in nothing since the same was taken by me, but has remained in my possession up to the time of sealing and delivering the same.

In faith whereof I have hereunto signed my name, and affixed my private seal, this 27th March, 1847.

Att. F. N. HARALSON, [SEAL.]
Commissioner.

And afterwards, to wit, on the 4th day of May, A. D. 1847, the following deposition, taken by consent of counsel on behalf of the complainant, was read in evidence on the hearing of this cause:

In chancery. Circuit court of the U. States for the district of Louisiana. April 26, 1847.

JAMES G. WILSON
vs.
FORSYTHE, Simpson, et al.

Interrogatories propounded to Peter S. Lomery and Thomas Thorne, both witnesses for the plaintiff in this suit, and resident in New Orleans, whose answers, when obtained, are intended to be read in evidence on the trial of the above entitled cause:

Int. 1st. To both witnesses. Are you acquainted with the defendant, Joseph Forsythe, and with the mill and planing establishment in his charge and use, near Pensacola, and how long since you were so acquainted?

2d. What is your trade, business, or calling; and have you not, in the line of your profession, been in the service or employ of the said defendant Forsythe; and by these means, or by some other means, and state how, have you not, for several years, since 27 December, 1842, been familiar with the operations of said saw mill and planing establishment? And state how long.

3d. Do you know the character and description of the planing machines the defendant has had in use since December, 1842, in said establishment; are they of Woodworth's patent; how many machines

1433.

has he in use; has he purchased any new machines since December, 1842; and have such machines been used by him?

4th. Do you know how long a planing machine of the Woodworth's patent, kept in careful daily use, will last, before new cutter knives for the planing cylinder, and side cutters for tongueing and grooving, must be supplied anew?

5th. Will not a good substantial frame, to which the machinery for planing, and tongueing, and grooving, is attached, wear out several sets of planing knives and side cutters; and will not such frame generally wear out more than one cylinder, and the shafts for the side cutters; and how many of all of them will such a frame wear out?

6th. Has not the defendant Forsythe supplied new planing knives, new side cutters, and other new and essential parts of said machines, (and state what other parts,) to his old frames since December, 1842; and how often has he so supplied them; and how often is it required to be done each year to a machine kept in daily use?

7th. Have you ever heard the defendant Forsythe speak of his policy and purpose of keeping up his old machine frames by repairing them, and supplying them with new parts and portions of the patented machinery; and, if so, what he said?

8th. Please state how much lumber is dressed and turned out for the market from all said defendant's planing machines, weekly, monthly, or yearly; and where sent to market; and what its average value 1,000 feet; and how much more valuable by the thousand feet, when dressed, than undressed.

9th. Do you know anything more material to the subject of this controversy? And, if yea, state it fully in answer to this interrogatory.

JOHN HENDERSON,
Sol. for compl't.

I consent to waive time in suing out commission on the above interrogatories, and consent that the evidence be taken, without formality or delay, by any commissioner.

M. W. HOFFMAN,
Sol'r for def'ts.

Cross interrogatories propounded on behalf of the defendants:

Int. 1st. If you say you have been in the service or employ of the defendants, state whether you were so employed in running the saw mills, or in running the machinery for dressing the lumber; were the mills which sawed the lumber, and the machines which dressed it, under the same roof; and, if not, what distance apart?

Int. 2d. If you say that repairs were made to said machines, state how you acquired your information; whether you assisted in making such repairs?

Int. 3d. Was not the work and repairs done to said machines necessary to their preservation, and for keeping them in working order?

Int. 4th. If you state in answer to the 7th interrogatory put by plaintiff, that you heard said Forsythe make remarks to the effect therein

tated, please state the time the same were made, and [who] was present besides yourself.

M. W. HOFFMAN,
Solicitor for defendants.

JAMES G. WILSON.
vs.
FORSYTH, SIMPSON, et al.

Circuit court of the United States, fifth circuit and district of Louisiana.
In chancery.

Testimony taken by consent of counsel before me, F. N. Haralson, a special commissioner in the above entitled cause, at New Orleans, this 27th day of April, A. D. 1847, all legal objections as to the form of taking the same waived.

Deposition of Peter S. Lomery, a witness for complainant.

Peter S. Lomery, a witness for complainant, a person of sound mind and lawful age, being by me first duly cautioned, sworn, and examined on the annexed and foregoing interrogatories to him propounded as well by the complainant as the defendants, doth depose and say:

Answer to int. 1st. I have been eight years acquainted with the firm of Forsyth & Simpson, and *and* with their mills and planing establishment near Pensacola.

Answer to int. 2d. I am a machinist by trade. I have been in the employ of the defendant Forsyth for ten months since the 27th December, A. D. 1842, in the capacity of blacksmith and machinist, at his mills and planing establishment, and during that time became familiar with the mills and planing establishment of said defendant. My term of service expired in the year A. D. 1845.

Answer to int. 3d. I am acquainted with the character and description of the planing machines which the defendant had in the use since December, 1842; there were two machines of Woodworth's patent; he had but two machines in operation since December, 1842; said defendant purchased a new machine since December, 1842, which was manufactured at Attleborough, by Schane, but said machine being broken when unpacked, I packed it up again, and it never was put in operation whilst I remained with defendant.

Answer to int. 4th. A good planing machine of the Woodworth patent kept in careful daily use will last for six months, before new cutter knives for the planing cylinder, and side cutter knives for tongueing and grooving, must be supplied anew.

Answer to int. 5th. A good substantial frame, to which the machinery for planing and tongueing and grooving is attached, will wear out, if properly run, one hundred sets of planing knives and side cutters; three knives to each set; sometimes such a frame will wear out more than one cylinder, and the shafts for the side cutters; but this happens always by accident, as by breaking.

Answer to int. 6th. The defendant Forsyth has supplied new plan-

ing knives, and new side cutters to his old frames since December, 1842, as I made them myself; but how often he so supplied new planing knives and side cutters, I am unable to say. Such a machine will require four sets of surface planing knives per year; and the tongueing and grooving knives, if kept in daily use, must be supplied every month.

Answer to int. 7th. I never heard the defendant speak of keeping up his old machine frames by repairing them with new parts and portions of the patented machinery, but he intimated to me that he had renewed his right, and adopted the new principle, styled "Woodworth's Improved Patent Planing Machines," which came out in 1845.

Answer to int. 8th. Two of said machines alternately in operation turned out 12,000 feet of dressed lumber daily, when the timber was seasoned, and turned out on an average of 6,000 feet daily, by the year. Said lumber was sent to New Orleans for market, and that place only. Dressed lumber is worth now, and was at that time, about $35 per thousand feet, and undressed lumber about $13.

Answer to int. 9th. I know nothing more material of a definite character touching the present controversy.

Answer to cross int. 1st. I had charge of both saw mills and planing machines in the capacity of engineer or machinist of the defendant, and occasionally worked on both, and kept them in order; but was not personally engaged at any time in running either machines or mills; the machines which dressed the lumber, and the mills which sawed it, were not under the same roof, but were situated about one hundred yards apart.

Answer to cross int. 2d. I acquired my information that repairs were made to said machines from being a machinist, and from having made the repairs myself.

Answer to [cross] int. 3d. The work and repairs done to said machines was necessary for their preservation, and for keeping them in working order.

Answer to [cross] int. 4th. The defendant Forsyth made the remarks spoken of in answer to interrogatory 7th, some time in the month of February, A. D. 1845, to the effect that he had renewed or secured his patent to the "improved principle of Woodworth's patent." This intimation by defendant was thrown out by him, from having heard me say that I had a machine which I intended to put up at Gull Point, in Escambia county; he said that as he had renewed and secured the new patent, he would forbid and stop any one from putting up any machines of the kind in West Florida, and I afterwards sold my machine. I do not recollect that any person was present when this conversation occurred.

his
P. S. X LOMERY.
mark.

Sworn to and subscribed before me, at New Orleans, this 27th day of April, 1847. F. N. HARALSON, [SEAL.]
Comm'r U. S. dist. of La.

tated, please state the time the same were made, and [who] was present besides yourself.

M. W. HOFFMAN,
Solicitor for defendants.

JAMES G. WILSON.
vs.
FORSYTH, SIMPSON, et al.

Circuit court of the United States, fifth circuit and district of Louisiana.
In chancery.

Testimony taken by consent of counsel before me, F. N. Haralson, a special commissioner in the above entitled cause, at New Orleans, this 27th day of April, A. D. 1847, all legal objections as to the form of taking the same waived.

Deposition of Peter S. Lomery, a witness for complainant.

Peter S. Lomery, a witness for complainant, a person of sound mind and lawful age, being by me first duly cautioned, sworn, and examined on the annexed and foregoing interrogatories to him propounded as well by the complainant as the defendants, doth depose and say:

Answer to int. 1st. I have been eight years acquainted with the firm of Forsyth & Simpson, and *and* with their mills and planing establishment near Pensacola.

Answer to int. 2d. I am a machinist by trade. I have been in the employ of the defendant Forsyth for ten months since the 27th December, A. D. 1842, in the capacity of blacksmith and machinist, at his mills and planing establishment, and during that time became familiar with the mills and planing establishment of said defendant. My term of service expired in the year A. D. 1845.

Answer to int. 3d. I am acquainted with the character and description of the planing machines which the defendant had in the use since December, 1842; there were two machines of Woodworth's patent; he had but two machines in operation since December, 1842; said defendant purchased a new machine since December, 1842, which was manufactured at Attleborough, by Schane, but said machine being broken when unpacked, I packed it up again, and it never was put in operation whilst I remained with defendant.

Answer to int. 4th. A good planing machine of the Woodworth patent kept in careful daily use will last for six months, before new cutter knives for the planing cylinder, and side cutter knives for tongueing and grooving, must be supplied anew.

Answer to int. 5th. A good substantial frame, to which the machinery for planing and tongueing and grooving is attached, will wear out, if properly run, one hundred sets of planing knives and side cutters; three knives to each set; sometimes such a frame will wear out more than one cylinder, and the shafts for the side cutters; but this happens always by accident, as by breaking.

Answer to int. 6th. The defendant Forsyth has supplied new plan-

ing knives, and new side cutters to his old frames since December, 1842, as I made them myself; but how often he so supplied new planing knives and side cutters, I am unable to say. Such a machine will require four sets of surface planing knives per year; and the tongueing and grooving knives, if kept in daily use, must be supplied every month.

Answer to int. 7th. I never heard the defendant speak of keeping up his old machine frames by repairing them with new parts and portions of the patented machinery, but he intimated to me that he had renewed his right, and adopted the new principle, styled "Woodworth's Improved Patent Planing Machines," which came out in 1845.

Answer to int. 8th. Two of said machines alternately in operation turned out 12,000 feet of dressed lumber daily, when the timber was seasoned, and turned out on an average of 6,000 feet daily, by the year. Said lumber was sent to New Orleans for market, and that place only. Dressed lumber is worth now, and was at that time, about $35 per thousand feet, and undressed lumber about $13.

Answer to int. 9th. I know nothing more material of a definite character touching the present controversy.

Answer to cross int. 1st. I had charge of both saw mills and planing machines in the capacity of engineer or machinist of the defendant, and occasionally worked on both, and kept them in order; but was not personally engaged at any time in running either machines or mills; the machines which dressed the lumber, and the mills which sawed it, were not under the same roof, but were situated about one hundred yards apart.

Answer to cross int. 2d. I acquired my information that repairs were made to said machines from being a machinist, and from having made the repairs myself.

Answer to [cross] int. 3d. The work and repairs done to said machines was necessary for their preservation, and for keeping them in working order.

Answer to [cross] int. 4th. The defendant Forsyth made the remarks spoken of in answer to interrogatory 7th, some time in the month of February, A. D. 1845, to the effect that he had renewed or secured his patent to the "improved principle of Woodworth's patent." This intimation by defendant was thrown out by him, from having heard me say that I had a machine which I intended to put up at Gull Point, in Escambia county; he said that as he had renewed and secured the new patent, he would forbid and stop any one from putting up any machines of the kind in West Florida, and I afterwards sold my machine. I do not recollect that any person was present when this conversation occurred.

his
P. S. X LOMERY.
mark.

Sworn to and subscribed before me, at New Orleans, this 27th day of April, 1847. F. N. HARALSON, [SEAL.]
Comm'r U. S. dist. of La.

DISTRICT OF LOUISIANA, *city of New Orleans:*

I, Francis N. Haralson, commissioner aforesaid, do hereby certify, that on said 27th day of April, A. D. 1847, I caused Peter S. Lomery, a witness for the complainant in a certain cause now pending on the equity side of the circuit court of the United States for the circuit and district aforesaid, to come before me, at New Orleans; said witness being a person of sound mind and lawful age, and being by me first duly cautioned, sworn, and examined on the annexed foregoing interrogatories to him propounded, I reduced the answers of said witness to writing in his presence, and after having carefully read the same to said witness, he subscribed the same as his deposition in said cause in my presence. And I do further hereby certify, that the questions propounded to said witness on his examination were the annexed interrogatories and cross interrogatories, and his answers to said interrogatories constitute the foregoing deposition. And I do further hereby certify, that said deposition has been changed or altered in nothing since the same was taken by me, but has remained in my possession up to the time of sealing and delivering the same.

In faith whereof, I have hereunto signed my name, and affixed my private seal, this 27th April, A. D. 1847.

Att. F. N. HARALSON, *Commissioner*. [SEAL.]

Circuit court of the United States, fifth circuit and district of Louisiana.

In chancery.

JAMES G. WILSON
vs.
FORSYTHE, SIMPSON, et al.

Testimony taken by consent of counsel, before me, F. N. Haralson, a special commissioner in the above entitled cause, at New Orleans, this 27th day of April, A. D. 1847; all legal objections as to the form of taking the same waived.

Deposition of Thomas Thorne, a witness for complainant.

Thomas Thorne, a witness for the complainant, a person of sound mind and lawful age, being by me first duly cautioned, sworn, and examined, on the annexed and foregoing interrogatories to him propounded, as well by the complainant as the defendants, doth depose and say, in answer to—

Int. 1st. I am acquainted with the defendant, Joseph Forsythe, and have known him since the year 1845, but I have never seen his planing machine in operation, though I have seen it near Pensacola.

To int. 2d. I am an engineer by trade, and as such was employed by defendant, Joseph Forsythe, in 1844, in his saw mill; but I never became familiar with the operation of the planing establishment of defendants.

To int. 3d. The defendant, since 1842, to wit, in the year 1844, had in operation in his establishment, near Pensacola, two machines known

1435

as Woodworth's patent; he had also in said establishment, since 1842, a new machine, which was never put up while I remained there.

Ans. to int. 4th. I am not able to say how long a good planing machine, carefully managed, in daily use, will last, before new cutter knives must be supplied anew.

Ans. to int. 5th. A good substantial frame, to which the machinery for planing, tongueing, and grooving is attached, will wear out several sets of planing knives and side cutters. It will also wear out more than one cylinder, and the shafts for the side cutters; but how many such it will wear out I cannot say.

Ans. int. 6th. Since December, 1842, the defendant, Forsythe, supplied new side cutters to said machine, as I made them myself; but he made no other new and essential parts to said machines, as they stood upon the old frames, to my knowledge. How often it is necessary to supply such machines with new planing knives and side cutters in daily use, each year, I am unable to say.

Ans. int. 5th. I have never heard the defendant, Forsythe, speak of his policy and purpose in keeping up his old machine frames, by repairing and supplying them with new parts and portions of the patented machinery.

Ans. int. 8th. I am unable to say how much lumber is dressed and turned out for the market from all said defendants' planing machines, weekly, monthly, or yearly. The greater portion of lumber dressed was sent to New Orleans for market while I was there, and its average value, per 1,000 feet, was from $20 to $30. The difference in the market at New Orleans between dressed and undressed lumber is sometimes double; what it was then I do not know.

Ans. to 9th int. I was engaged with the defendants in this establishment for six months during the year 1844, and I know nothing further material to this, the subject of my examination, except what I have already stated.

Ans. to cross int. 1st. Whilst in the employ of the defendants I was employed in running the saw mill only. The mills which sawed the lumber, and the machines which dressed it, are not under the same roof, but are situated three miles apart.

Ans. to cross int. 2d. I acquired my information of the repairs which were made to said machines by putting new side cutters, from having assisted in making such repairs.

Ans. to cross int. 3d. The repairs which I assisted in making to said machines, by putting in new side cutters, were necessary for their preservation, and for keeping them in working order.

Ans. to cross int. 4th. As I never heard any such remarks made by defendant, Forsythe, I cannot state time, place, or in the presence of whom, any such were made. And further this deponent sayeth not.

THOMAS THORN.

Sworn to and subscribed before me, at New Orleans, this 27th April, A. D. 1847. F. N. HARALSON, *Comm'r.* [SEAL.]

DISTRICT OF LOUISIANA, *city of New Orleans:*

I, Francis N. Haralson, commissioner aforesaid, do hereby certify, that on said 27th day of April, 1847, I caused the said Thomas Thorn, a witness for the complainant in a certain cause now pending on the equity side of the circuit court of the United States for the circuit and district aforesaid, to come before me, at New Orleans; said witness being a person of sound mind and lawful age, and being by me first duly cautioned, sworn, and examined on the annexed and foregoing interrogatories to him propounded, I reduced the answers of said witness to writing in his presence, and after having carefully read the same to said witness, he subscribed the same as his deposition in said cause in my presence. And I do further hereby certify, that the questions propounded to said witness on his examination were the annexed interrogatories and cross interrogatories, and his answers to said interrogatories constitute the foregoing deposition. And further, I hereby certify, that said deposition has been changed or altered in nothing since the same was taken by me, but has remained in my possession up to the time of sealing and delivering the same.

In faith whereof I have hereunto signed my name and affixed my private seal, at New Orleans, this 27th April, 1842.

Att. F. N. HARALSON, [SEAL.]
Commissioner.

Assignment of patent right, dated 6th October, 1831—Daniel H. Twogood and others to Mark Richards and others. Offered in evidence by respondents on the hearing, and filed this 4th May, A. D. 1847.

To all to whom these presents shall come—Daniel H. Twogood, of the city and State of New York, for himself, and as attorney of William H. Culver, Daniel Halstead, and William Tyack, sends greeting:

Whereas, on the twenty-seventh day of December, one thousand eight hundred and twenty-eight, there was granted by the United States to William Woodworth, of the city of New York, a patent for his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, planks, boards, &c. And whereas, Uri Emmons, of New York aforesaid, obtained from the United States on the twenty-fifth day of April, one thousand eight hundred and twenty-nine, a patent for similar improvements, which said last mentioned patent and the rights acquired under the same, the said Uri Emmons, by deed under date the sixteenth of May, 1829, conveyed and assigned to the above named Daniel H. Twogood, Daniel Halstead, and William Tyack, as by reference to said deed, recorded in page 174, &c., of the 3d volume of transfers of patent rights, may appear.

And whereas, by an agreement made the 28th day [of] November, 1829, between William Woodworth, one of the patentees above named, and a certain James Strong, the assignee of one equal half part of his, the said Woodworth's, rights and interests under the aforesaid patent to him, of the one part, and Uri Emmons, above named, and the said Daniel H. Twogood, Daniel Halstead, and William Tyack, as-

signees of the said Uri Emmons, of the other part; the said parties to that agreement united the two several patent rights aforesaid, for the improvements in the mode of planing floor planks, and grooving and tongueing, and straightening the edges of the same; and the said Woodworth and Strong did thereby assign to the said Twogood, Halstead, and Tyack, and their assigns, all the right and interest of the said Woodworth and Strong in the patent so as aforesaid granted to the said Woodworth, to use, and to vend to others to be used, the same, and the plank or other material to be prepared thereby to be vended and used, in the following places, viz: in the city and county of Albany, New York, in the State [of] Maryland, except the western part thereof which lies west of the Blue Ridge, in Tennessee, Mississippi, Alabama, South Carolina, Georgia, the Floridas, Louisiana, Missouri, and territory west of the river Mississippi, and not in any other State or place within the limits of the United States or its territories; and the said Emmons, Twogood, Halstead, and Tyack, in consideration of the said assignment to them, did assign and transfer all their right and interest in the aforesaid patent of the said Uri Emmons to the said Woodworth and Strong, and their assigns, to use, and to vend to others to be used, the same, and the plank or other material to be prepared thereby to be vended and used, in all and singular the rest and residue of the United States and the territories thereof. And further, it was agreed by the parties thereto, that all improvements in the machinery, alterations, and renewals of either patent, should be for the benefit of the respective parties in interest, and used and applied within their respective districts as above designated. And whereas, by two powers of attorneys, one of them executed by the said William H. Culver, assignee of William Tyack, on the 28th day of December, 1829, in favor of said Tyack, and the other by the said William Tyack, on the 16th October, 1830, which gave to the said Daniel Halstead and Daniel H. Twogood, full powers, and by another power of attorney executed by the said Daniel Halstead and William H. Culver, by William Tyack, his attorney, on the 1st day of October, 1831, the said Daniel H. Twogood was constituted the attorney in fact of the assignees of the above named Uri Emmons, with full powers to sell, assign, and dispose of all or any part of the patent rights aforesaid, for planing, &c., as by reference to said agreement, assignments, and powers, may appear.

Now know ye, that for and in consideration of the sum of one thousand eight hundred dollars, lawful money, to the said Daniel H. Twogood in hand paid by Mark Richards, John Hemphill, and John A Inslee, of the city of Philadelphia, in the State of Pennsylvania, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Daniel H. Twogood, for himself, and in his own right, and as the attorney in fact of the said William H. Culver, Daniel Halstead, and William Tyack, hath, by virtue and in pursuance of the power and authority vested in him, bargained, sold, conveyed, assigned, and transferred, and by these presents doth, by virtue and in pursuance of such power and authority, bargain, sell, convey, assign, transfer, and

confirm, unto the said Mark Richards, John Hemphill, and John A. Inslee, their executors, administrators and assigns, an undivided moiety or half part of all the right, title, interest, and claim of the said Twogood, Culver, Halstead, and Tyack, and each of them, in and to the aforesaid patents and the rights acquired under them, to use, and vend to others to be used, the improvements above mentioned, within and for the two Floridas, Georgia, and South Carolina. To have, hold, and enjoy said moiety or half part of all the privileges and benefits of the said patent rights, within and for the Floridas, Georgia, and South Carolina aforesaid, unto and by the said Mark Richards, John Hemphill, and John A. Inslee, their executors, administrators, and assigns, to their proper use and behoof. The said Daniel H. Twogood hereby giving and granting to the said Richards, Hemphill, and Inslee, and their representatives, full power to institute and prosecute to judgment and execution, of their own costs and charges, any suit or suits that may be deemed advisable, against any person or persons, whomsoever, for an infringement of the rights hereby mentioned to be transferred, or any of them; and the avails of such suits to receive to and for their own use.

In testimony whereof, the said Daniel H. Twogood, for himself, and as attorney aforesaid, hath hereunto subscribed his name and [SEAL.] affixed his seal, on this sixth day of October, in the year of our Lord one thousand eight hundred and thirty one.

D. H. TWOGOOD, *for self and Daniel Halstead, William Tyack, and William Culver.*

Signed, sealed, and delivered in the presence of:
BEAL SPURIER,
JAS. B. LATIMER.

STATE OF MARYLAND,
City of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this sixth day of October, in the year of our Lord one thousand eight hundred and thirty-one, before the subscribed James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the said city of Baltimore, personally appears Daniel H. Twogood, within named, and for himself, and as attorney of William H. Culver, Daniel Halstead, and William Tyack, doth acknowledge the foregoing assignment or instrument of writing to be his and their act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal, on the day and year aforesaid. [SEAL.]

JAMES B. LATIMER,
Notary public.

I certify, that the written assignment was duly entered on record in the Patent office, Department of State, of the United States, in the 4th vol. of transfers of patent rights, pages 117, 118, 119, on the 12th day of December, 1831.

JOHN D. CRAIG,
Superintendent.

UNITED STATES PATENT OFFICE:

Received this 30th day of October, 1846, and recorded anew in vol. 3d, page 3, of assignments recorded anew.

In testimony whereof I have caused the seal of the Patent office to be hereunto affixed.

[SEAL.]

EDMUND BURKE,
Commissioner of patents.

To all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed,
[SEAL.] this 4th day of November, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

EDMUND BURKE.

Assignment of William Tyack to William Culver, offered in evidence on the hearing by respondents, and filed this 4th May, 1847.

To all persons to whom these presents shall come, I, William Tyack, of the city, county, and State of New York, burr-stone artist, send greeting:

Whereas, I, the said William Tyack, the assignee of one third of the rights and privileges, secured by letters patent, granted by the United States to Uri Emmons, and dated the 25th day of April, last past, as will appear by said Emmons' deed to me, the said Tyack, and to one Daniel Halstead, and to one Daniel H. Twogood, now on file with the said letters patent in the Patent office of the United States.

And whereas, the said William Tyack is also assignee of one-third part, and joint proprietor with Daniel Halstead, of all the rights, title, and interest of William Woodworth and James Strong, in and to a certain patent right, denominated "an improved method of planing, tongueing, grooving, &c., planks, boards, &c.," by letters patent from the United States, dated December 27th, 1828, issuing to William Woodworth aforesaid, one-half of which patent has been assigned to said Strong by said Woodworth, to be sold and used, and the plank or other material prepared thereby to be vended and used, in the following places, viz: in the city and county of Albany, in the State of New York; in the State of Maryland, (except the western part thereof, which lies west of the Blue Ridge;) in the States of Tennessee, Mississippi, Alabama, South Carolina, Georgia, and Floridas, Louisiana, Missouri, and the territory west of the Mississippi river; and not in any other place or State within the United States or the territories thereof, as will appear by Woodworth's and Strong's deed, dated the 28th day of November last.

And whereas, I, the said William Tyack, have become and am the

proprietor and assignee of all the rights and privileges of the aforenamed James Strong, which he now has, or may have in and by virtue of the two above mentioned letters patent of Uri Emmons and William Woodworth, by the deed of the said Strong, dated the 10th day of December, instant, in and for the State of New York, (except the city and county of New York, and the counties of Westchester, and Putnam, and Albany;) and also in and for the State of Vermont; and for the counties of Bergen, Essex, Middlesex, and Monmouth, in the State of New Jersey; as will more fully appear by reference to said deed [of] Strong's, to the said Tyack, as dated the aforesaid 10th of December.

Now, know ye, that I, the said William Tyack, of the city and county of New York aforesaid, for and in consideration of five hundred dollars, to me in hand paid by William Henry Culver, of the city of New York, have, and by these presents doth, assign and transfer, unto the said William Henry and his assigns, all the rights and privileges which I possess, and have or may have, in and by virtue of the two aforesaid letters patent, in pursuance and in virtue of the assignments before described, and in accordance with the same, reference to the said deed of assignment being had. To have and to hold the aforesaid rights and privileges hereby conveyed, or intended to be conveyed, to said William and his assigns, for and during the term of fourteen years from the day of the date of the said several patents, and according to the tenor thereof; reserving, however, and always excepting, such parts and places as were conveyed and assigned by Uri Emmons, Daniel Halstead, Daniel H. Twogood, and me, the said Tyack, by deed dated the 28th day of November last past, hereby authorizing and fully empowering the said William Henry to prosecute, at his own expense and cost, any violation of the said patents within places conveyed and assigned to him, as aforesaid, and to do all and every thing that I might lawfully do in the premises.

Witness my hand and seal, at the city of New York, this twenty-eighth day of December, 1829.

WILLIAM TYACK. [SEAL.]

Signed, sealed, and delivered, in presence of—
LEVERETT TREADWELL,
THOMAS AP THOMAS.

I certify, that the within transfer was duly entered on record, in the 3d vol. of Transfers of Patent Rights, pages 330 and 331, in the Patent office, Department of State of the United States, on the 8th December, 1830.

JOHN D. CRAIG,
Superintendent.

To all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this

nineteenth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

[SEAL.] EDMUND BURKE.

Assignment of Uri Emmons, to Twogood, Halstead, and Tyack, offered in evidence by defendants on the hearing, and filed this 4th May, A. D. 1847.

Whereas Uri Emmons, of the State of New York, machinist, has received letters patent of the United States of America, dated April 25th, one thousand eight hundred and twenty-nine, the full and exclusive right and liberty of making, constructing, using, and vending to be used, a new and useful improvement in the mode of planing floor plank, and grooving, and tonguing, and straightening the edges of the same, planing boards, straightening and planing square timber, &c., by machinery, at one operation, called the cylindrical planing machine: Now, know all men by these presents, that I, Uri Emmons, of the city of New York, in consideration of five dollars, to me in hand paid by Daniel H. Twogood, Daniel Halstead, and William Tyack, all of said city of New York, who fully viewed and considered the said improvement, and the said patent and specifications therein contained, have granted, sold, and conveyed, and by these presents do grant, sell, and convey, to the said Daniel H. Twogood, Daniel Halstead, and William Tyack, their heirs, executors, administrators, and assigns, the full and exclusive right and liberty, derived from the said patent, of making, using, and vending to others to be made, used, and sold, the said improvement, within and throughout the United States of America.

To have and to hold, and enjoy, all the privileges and benefits which may in any way arise from the said improvement, by virtue of said letters patent. And I do hereby empower the said Daniel H. Twogood, Daniel Halstead, and William Tyack, their heirs, executors, administrators, and assigns, to commence and prosecute to final judgment and execution, at their own cost, any suit or suits, against any person or persons, who shall make, use, or vend the said improvement, contrary to the intent of the said letters patent and law in such case made and provided, and to receive for their own benefit the avails thereof, in such manner as I might do.

In witness whereof I have hereunto set my hand and seal, this sixteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine.

URI EMMONS, [SEAL.]
THOMAS Ap. THOMAS,
ALEX. DEDDER.

CITY AND COUNTY OF NEW YORK.

Be it remembered, that, on the 16th day of May, in the year of [our] Lord one thousand eight hundred and twenty-nine, before me personally appeared Uri Emmons, known to me to be the person described in, and

who executed the within deed, and acknowledged that he executed the same for the purposes therein mentioned, and there being no material alterations, erasures, or interlineations, I allow the same to be recorded.

THOMAS THOMAS,
Commissioner, &c.

Received and recorded anew, 9th October, 1837.

To all persons to whom these presents shall come, greeting:

This is to certify that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this nineteenth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

[SEAL.] EDMUND BURKE.

Assignment of William Woodworth to James Strong, offered in evidence on the hearing by defendants, and filed May 4th, 1847.

Whereas I, William Woodworth, of the city of Hudson, in the State of New York, have heretofore, to wit, on the 13th day of September, 1828, assigned and transferred, for a legal and valuable consideration, the one equal half of all my right, title, claim, and interest, in and to the invention or improvement mentioned and intended in the foregoing petition, oath, and specifications, to James Strong, of the city of Hudson. And whereas, also, the subjoined assignment is intended only to convey and assign the same interest transferred and assigned in the assignment of the 13th of September above mentioned, without any prejudice to my one equal half part of said invention or improvement, which is expressly reserved to myself and my legal representatives.

Now know all men, that I, the said William Woodworth, for and in consideration of the sum of ten dollars, and other valuable considerations me moving, have, and do hereby, for myself, and my legal representatives, give, assign, transfer, and assure, to the said James Strong, and his legal representatives, the one full and equal half of all my right, title, interest, and claim in and to my new and improved method for planing, tongueing, grooving, and cutting into mouldings, either plank, boards, and any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on or facing metallic, mineral, or other substances, mentioned and intended to be secured by the foregoing petition, oath, and specification, together with all the privileges and immunities as fully and absolutely as I do, or shall enjoy, or possess the same. To have and to hold, and enjoy the same, *to* the said James Strong, and his legal representatives, do or may.

In witness whereof I have hereunto set my hand and seal, the 4th day of December, 1829.

WILLIAM WOODWORTH. [SEAL.]

Witness: HENRY EVERTS,
DAVID GLEASON.

To all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto affixed, this nineteenth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

[SEAL.] EDMUND BURKE.

Assignment of pat nt right [of] Mark Richards, and others, to W. L. and J. L. Newbold, offered in evidence by respondents in the hearing, and filed 4th day of May, 1847.

To all whom these presents shall come, Mark Richards, John Hemphill, and John A. Inslee, all of the city of Philadelphia, send greeting:

Whereas, on the twenty-seventh day of December, one thousand eight hundred and twenty-eight, there was granted by the United States to William Woodworth, of the city of New York, a patent for his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, planks, boards, &c. And whereas Uri Emmons, of New York aforesaid, obtained from the United States, on the twenty-fifth day of April, one thousand eight hundred and twenty-nine, a patent for similar improvements. And whereas, by virtue of sundry agreements, assignments, and conveyances, the said several patent rights became united, and the right to use the same, and to vend to others to be used, the same, and the plank, or other material, to be prepared thereby, to be vended and used in the States of South Carolina and Georgia, and the two Floridas, became vested in Daniel H. Twogood, Daniel Halstead, William Tyack, and William H. Culver. And whereas the said Daniel H. Twogood, by certain powers of attorney, was constituted the attorney in fact of the said Daniel Halstead, William Tyack, and William H. Culver, with full powers to assign and transfer all or any part of the patent rights aforesaid, as by reference to said agreements, assignments, powers of attorney, &c., recorded in the Patent office, at the city of Washington, may appear. And whereas, the said Daniel H. Twogood, for himself, and as attorney of the said Daniel Halstead, William Tyack, and William H. Culver, by deed dated the sixth of October, one thousand eight hundred and thirty-one, conveyed and assigned unto the said Mark Richards, John Hemphill, and John A. Inslee, an undivided moiety, or half part, of all his and their right, title, and interest in and to the aforesaid patent, in and for the said States of South Carolina, and Georgia and the two Floridas, as by reference to said deed, recorded in the Patent office, in the 4th volume of Transfers of Patent Rights, pages 117, 118, 119, on the 12th December, 1831, may appear.

Now know ye, that for and in consideration of the sum of eight thousand dollars, lawful money, to the said Mark Richards, John Hemphill,

and John A. Inslee, in hand paid by William L. Newbold, of Delaware city, in the State of Delaware, and John L. Newbold, of the said city of Philadelphia, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Mark Richards, John Hemphill, and John A. Inslee, have bargained, sold, conveyed, assigned, and transferred, and by these presents do bargain, sell, convey, assign, and transfer, unto the said William L. Newbold and John L. Newbold, their executors, administrators, and assigns, all the right, title, interest, and claim, of them the said Mark Richards, John Hemphill, and John A. Inslee, and of each of them, in and to the aforesaid patents, and the rights acquired under them, to use, and to vend to others to be used, the improvements aforesaid, within and for an undivided moiety or half part of the two Floridas, Georgia, and South Carolina aforesaid; to have and to hold the said right, title, interest, and claim, and all the benefit, profit, and advantages of the said patent right within and for an undivided moiety or half part of the two Floridas, Georgia, and South Carolina aforesaid, unto the said William L. Newbold and John L. Newbold, their executors, administrators, and assigns, to their proper use and behoof. The said Mark Richards, John Hemphill, and John A. Inslee, hereby giving and granting to the said William L. and John L. Newbold, their executors, administrators, and assigns, full power to institute, and prosecute to judgment and execution, any suit or suits that may be deemed advisable, against any person or persons whomsoever, for any infringement of the rights hereby assigned, or any of them; the said William L. and John L. Newbold to prosecute such suits at their own costs and charges, and the avails of such suits to receive to and for their own use.

In witness whereof the said Mark Richards, John Hemphill, and John A. Inslee, have hereunto set their hands and seals, on this fifteenth day of March, in the year of our Lord one thousand eight hundred and thirty-two.

MARK RICHARDS, [SEAL.]
JOHN HEMPHILL, [SEAL.]
J. A. INSLEE. [SEAL.]

Sealed and delivered in presence of—The word "under" being first inserted between 10th and 11th line from top of second page.

LAWRENCE LEWIS,
HENRY WHELEN.

STATE OF PENNSYLVANIA,
City of Philadelphia, sct:

Be it remembered that, on the fifteenth day of March, in the year of our Lord one thousand eight hundred and thirty-two, before me, the subscriber, Henry G. Freeman, notary public, by letters patent under the great seal of the State of Pennsylvania, commissioned and duly qualified, residing in the said city of Philadelphia, personally appeared Mark Richards, John Hemphill, and John A. Inslee, and acknowledg-

ed the foregoing assignment or instrument of writing to be their act and deed.

In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal, the day and year aforesaid.

[SEAL.]

HENRY G. FREEMAN,
Notary public.

Duly recorded in the Patent office, at Washington, in the 4th vol. of Transfers of Patent Rights, pages 201, 202, and 203, on the 27th day of April, 1832.

JOHN D. CRAIG,
Superintendent.

UNITED STATES PATENT OFFICE:

Received this 30th day of October, 1846, and recorded anew in vol. 3, page 8, of assignments recorded anew.

In testimony whereof I have caused the seal of the Patent office to be hereunto affixed.

[SEAL.]

EDMUND BURKE,
Commissioner of Patents.

Know all men by these presents, that I, William L. Newbold, named in the foregoing assignment from Mark Richards, John Hemphill, and John A. Inslee, to myself and John L. Newbold, dated the fifteenth day of March, A. D. 1832, for and in consideration of the sum of thirty-seven hundred dollars, to me in hand paid by the said John L. Newbold, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, assigned, and transferred, and by these presents do grant, bargain, sell, convey, assign, and transfer, unto the said John L. Newbold, his executors, administrators, and assigns, all my right, title, interest, and claim, in and to the within mentioned patents, and the rights acquired under them, to use, and vend to others to be used, the said rights within the Territory of Florida except the county of Escambia, the State of Georgia, and the State of South Carolina except the district of Charleston. To have and to hold the said right, title, interest, and claim, and all the benefits, profit, and advantages of the said patent rights, within the said Territory and States, excepting as aforesaid, unto the said John L. Newbold, his executors, administrators, and assigns, to his and their own proper use and behoof.

Hereby giving and granting to the said John L. Newbold, his executors, administrators, and assigns, full power to institute, and prosecute to judgment and execution, any suit or suits that may be deemed advisable against any person or persons whomsoever, for any infringement of the rights hereby assigned, or any of them; the said John L. Newbold to prosecute such suits at his own costs and charges, and the avails of the same to receive to and for his and their own use.

In witness whereof the said William C. Newbold hath hereunto set his hand and seal, on this fifth day of November, in the year of our Lord one thousand eight hundred and thirty-six.

[SEAL.]

WM. L. NEWBOLD.

In the presence of—DANIEL TROTTER.

STATE OF PENNSYLVANIA,
City of Philadelphia:

Be it remembered, that on this fifth day of November, in the year of our Lord one thousand eight hundred and thirty-six, before me, the subscriber, Francis J. Troubat, notary public, by letters patent under the great seal of the State of Pennsylvania, commissioned and duly qualified, residing in the said city of Philadelphia, personally appeared William L. Newbold, and acknowledged the within assignment or instrument of writing to be his act and deed.

In testimony whereof I have hereunto subscribed my name, and affixed my notarial seal, the day and year aforesaid.

FRANCIS J. TROUBAT, *Not. Public.*

To all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, Edmund Burke, commissioner of patents, have caused the seal of the Patent office to be hereunto [SEAL.] affixed, this fourth day of November, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

EDMUND BURKE.

And afterwards, May 4th, 1847, the following final decree was entered of record, and is in the words and figures following, to wit:

Tuesday, May 4th, 1847.

JAMES G. WILSON
vs. } 1225.
FORSYTH, SIMPSON, ET AL.

This cause came on to be heard upon the bill, answers, replication, and exhibits, evidence, and argument of counsel being heard, it is ordered, adjudged, and decreed, that the complainant's bill be, and the same is hereby, dismissed with costs.

Decree rendered, May 4th, 1847.

Enrolled and signed, May 10th, 1847.

THEO. H. McCALEB, [SEAL.]
U. S. judge.

And on the 4th day of May, 1847, the following was entered of record, to wit:

And thereupon, the complainant, in open court, prayed for an appeal therefrom to the Supreme Court of the United States, returnable to the next term thereof, on executing his bond, with Elisha Bloomer as his surety, (who hereby acknowledges himself bound as such,) in the penal sum of five hundred dollars, conditioned to pay all costs, which appeal is accordingly granted said complainant.

Know all men by these presents, that we, James G. Wilson, as principal, and Elisha Bloomer, as surety, are held and firmly bound, jointly

and severally, unto Andrew P. Simpson, E. E. Simpson, Joseph Forsyth, and Bagdad Mills, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said Andrew P. Simpson, E. E. Simpson, Joseph Forsyth, and Bagdad Mills, heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents Sealed with our seals, and dated the tenth day of May, in the year of our Lord eighteen hundred and forty-seven.

Whereas, James G. Wilson hath prayed and obtained from the honorable the circuit court of the United States an appeal from a certain decree therein rendered against him in equity, wherein James G. Wilson is complainant, and said Andrew P. Simpson and others are defendants, to the Supreme Court of the United States, returnable to the next term thereof, which said appeal was granted on the 4th day of May, A. D. 1847.

Now the condition of the above obligation is, that if we, the above bounden James G. Wilson and Elisha Bloomer, will well and truly pay to the said Andrew P. Simpson, E. E. Simpson, and Joseph Forsyth, the defendants in said appeal, all such costs as they may recover against us, in case it should be decided that the said appeal was wrongfully obtained.

JAMES G. WILSON, [SEAL.]
By his attorney in fact, Elisha Bloomer.

ELISHA BLOOMER. [SEAL.]

Signed, sealed, and delivered in presence of—
F. N. HARALSON.

Circuit court of the United States, fifth circuit, and district of the Louisiana.

JAMES G. WILSON
vs. } 1225.
A. P. SIMPSON ET AL.

I, Edmund Randolph, clerk of the court aforesaid, do hereby certify, that the foregoing pages contain a true and complete transcript of the record in the above entitled cause, from the original record now on file in my office.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of said court, at New Orleans, this 10th [SEAL.] day of May, A. D. 1847, and seventy-first year of the American independence.

Attest: ED. RANDOLPH, *Clerk.*

I, Theodore H. McCaleb, district judge of the United States in and for the district of Louisiana, and one of the judges of the circuit court of the United States in and for the circuit and district aforesaid, do